
State: District of Columbia **Filing Company:** Everest National Insurance Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: Commercial Umbrella/Excess
Project Name/Number: Forms Filing/CW-CU-20038886

Filing at a Glance

Company: Everest National Insurance Company
Product Name: Commercial Umbrella/Excess
State: District of Columbia
TOI: 17.0 Other Liability-Occ/Claims Made
Sub-TOI: 17.0020 Commercial Umbrella and Excess
Filing Type: Form
Date Submitted: 11/22/2016
SERFF Tr Num: EVST-130817146
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: DC-CU-20038886F

Effective Date: 01/01/2017
Requested (New):
Effective Date: 01/01/2017
Requested (Renewal):
Author(s): Vanessa King
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State:	District of Columbia	Filing Company:	Everest National Insurance Company
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General Information

Project Name: Forms Filing	Status of Filing in Domicile: Pending
Project Number: CW-CU-20038886	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/22/2016	
State Status Changed:	Deemer Date:
Created By: Vanessa King	Submitted By: Vanessa King
Corresponding Filing Tracking Number: EVST-130817145	

Filing Description:

Everest National Insurance Company has recently filed and received approval of our new Everest Peak Umbrella Program. We are taking this opportunity to file additional optional endorsements for use with our previously approved Commercial Umbrella Policy Form EUM 10 100 and Commercial Excess Follow Form and Umbrella Liability Policy Form EUM 10 200. Our proposed optional endorsements are needed to accommodate our insured's various business needs. There are no debits or credits for any of the individual endorsements.

Please refer to our attached Company Exception Page which includes reference to our proposed optional endorsements contained in the Filing. These optional endorsements will be utilized to accommodate our insured's coverage needs.

Company and Contact

Filing Contact Information

Vanessa King, Manager, Filing and Regulation	vanessa.king@everestre.com
P.O. Box 830	908-604-3267 [Phone]
477 Martinsville Road	908-604-3546 [FAX]
Liberty Corner, NJ 07938-0830	

Filing Company Information

Everest National Insurance Company	CoCode: 10120	State of Domicile: Delaware
477 Martinsville Road	Group Code: 1120	Company Type:
P.O. Box 830	Group Name: Everest Re Group, Ltd.	State ID Number:
Liberty Corner, NJ 07938-0830	FEIN Number: 22-2660372	
(908) 604-3000 ext. [Phone]		

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

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Correspondence Summary

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	INDIANA AMENDATORY ENDORSEMENT (DEFINITION OF POLLUTANTS)	Vanessa King	11/22/2016	11/22/2016
Form	EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD	Vanessa King	11/22/2016	11/22/2016

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Amendment Letter

Submitted Date: 11/22/2016

Comments:

Two additional endorsements for review and approval.

Changed Items:

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	INDIANA AMENDATORY ENDORSEMENT (DEFINITION OF POLLUTANTS)	EUM 01 661	10 16	END	New			EUM 01 661 10 16.pdf	Date Submitted: 11/22/2016 By:
2	EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD	EUM 22 848	10 16	END	New			EUM 22 848 10 16.pdf	Date Submitted: 11/22/2016 By:

No Rate Schedule Items Changed.

No Supporting Documents Changed.

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		ACT OF TERRORISM SELF-INSURED RETENTION ENDORSEMENT (INSURING AGREEMENTS A AND B)	EUM 04 628	10 16	END	New		0.000	EUM 04 628 10 16.pdf
2		ACT OF TERRORISM SELF-INSURED RETENTION ENDORSEMENT	EUM 04 629	10 16	END	New		0.000	EUM 04 629 10 16.pdf
3		AMENDMENT OTHER INSURANCE CONDITION (INSURING AGREEMENTS A AND B)	EUM 04 630	10 16	END	New		0.000	EUM 04 630 10 16.pdf
4		AMENDMENT OTHER INSURANCE CONDITION	EUM 04 631	10 16	END	New		0.000	EUM 04 631 10 16.pdf
5		ANTI-STACKING ENDORSEMENT (INSURING AGREEMENTS A AND B)	EUM 04 632	10 16	END	New		0.000	EUM 04 632 10 16.pdf
6		ANTI-STACKING ENDORSEMENT	EUM 04 633	10 16	END	New		0.000	EUM 04 633 10 16.pdf
7		AUTOMOBILE DEALERS ENDORSEMENT	EUM 04 634	10 16	END	New		0.000	EUM 04 634 10 16.pdf
8		AUTOMOBILE DEALERS ENDORSEMENT	EUM 04 635	10 16	END	New		0.000	EUM 04 635 10 16.pdf
9		BROAD FORM NAMED INSURED ENDORSEMENT	EUM 04 637	10 16	END	New		0.000	EUM 04 637 10 16.pdf
10		BROAD KNOWLEDGE OF OCCURRENCE ENDORSEMENT	EUM 04 638	10 16	END	New		0.000	EUM 04 638 10 16.pdf
11		CANCELLATION CLAUSE AMENDED ENDORSEMENT (CREDIT RATING TRIGGER)	EUM 04 639	10 16	END	New		0.000	EUM 04 639 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
12		CANCELLATION CLAUSE AMENDED ENDORSEMENT	EUM 04 640	10 16	END	New		0.000	EUM 04 640 10 16.pdf
13		CLAIMS REPORTING ENDORSEMENT	EUM 04 641	10 16	END	New		0.000	EUM 04 641 10 16.pdf
14		CLAIMS REPORTING ENDORSEMENT	EUM 04 642	10 16	END	New		0.000	EUM 04 642 10 16.pdf
15		CORPORATE MANSLAUGHTER AND HOMICIDE ACT OF 2007	EUM 04 644	10 16	END	New		0.000	EUM 04 644 10 16.pdf
16		CORPORATE MANSLAUGHTER AND HOMICIDE ACT OF 2007	EUM 04 645	10 16	END	New		0.000	EUM 04 645 10 16.pdf
17		DUTIES IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUIT AMENDATORY ENDORSEMENT	EUM 04 646	10 16	END	New		0.000	EUM 04 646 10 16.pdf
18		EMPLOYERS LIABILITY COVERAGE ENDORSEMENT (FOREIGN ONLY) (INSURING AGREEMENT B)	EUM 04 647	10 16	END	New		0.000	EUM 04 647 10 16.pdf
19		EMPLOYERS LIABILITY COVERAGE ENDORSEMENT (FOREIGN ONLY)	EUM 04 648	10 16	END	New		0.000	EUM 04 648 10 16.pdf
20		EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	EUM 04 650	10 16	END	New		0.000	EUM 04 650 10 16.pdf
21		GENERAL AGGREGATE LIMIT OF INSURANCE PER LOCATION ENDORSEMENT	EUM 04 651	10 16	END	New		0.000	EUM 04 651 10 16.pdf
22		NAMED INSURED ENDORSEMENT	EUM 04 658	10 16	END	New		0.000	EUM 04 658 10 16.pdf
23		NOTICE OF OCCURRENCE	EUM 04 660	10 16	END	New		0.000	EUM 04 660 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
24		NOTICE OF OCCURRENCE	EUM 04 661	10 16	END	New		0.000	EUM 04 661 10 16.pdf
25		NOTICE OF OCCURRENCE	EUM 04 662	10 16	END	New		0.000	EUM 04 662 10 16.pdf
26		OTHER INSURANCE – CONTRACTUAL AGREEMENT	EUM 04 663	10 16	END	New		0.000	EUM 04 663 10 16.pdf
27		RETAINED LIMIT AMENDATORY ENDORSEMENT	EUM 04 665	10 16	END	New		0.000	EUM 04 665 10 16.pdf
28		VIOLATION OF ECONOMIC OR TRADE SANCTIONS ENDORSEMENT	EUM 04 669	10 16	END	New		0.000	EUM 04 669 10 16.pdf
29		BROAD FORM NAMED INSURED – REAL ESTATE ENTITIES	EUM 04 683	10 16	END	New		0.000	EUM 04 683 10 16.pdf
30		DEFENSE INSIDE THE LIMITS ENDORSEMENT	EUM 04 684	10 16	END	New		0.000	EUM 04 684 10 16.pdf
31		DEFENSE INSIDE THE LIMITS ENDORSEMENT	EUM 04 685	10 16	END	New		0.000	EUM 04 685 10 16.pdf
32		GARAGEKEEPERS LEGAL LIABILITY AMENDATORY ENDORSEMENT (INSURING AGREEMENT A)	EUM 04 686	10 16	END	New		0.000	EUM 04 686 10 16.pdf
33		GARAGEKEEPERS LEGAL LIABILITY AMENDATORY ENDORSEMENT	EUM 04 687	10 16	END	New		0.000	EUM 04 687 10 16.pdf
34		KNOWLEDGE OF OCCURRENCE ENDORSEMENT	EUM 04 688	10 16	END	New		0.000	EUM 04 688 10 16.pdf
35		BUSINESS TRAVEL ACCIDENT COVERAGE	EUM 04 689	10 16	END	New		0.000	EUM 04 689 10 16.pdf
36		BUSINESS TRAVEL ACCIDENT COVERAGE	EUM 04 690	10 16	END	New		0.000	EUM 04 690 10 16.pdf

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37		LOGGING AND LUMBERING OPERATIONS ENDORSEMENT	EUM 04 692	10 16	END	New		0.000	EUM 04 692 10 16.pdf
38		ADDITIONAL INSURED WHERE REQUIRED BY AGREEMENT ENDORSEMENT ORAL AGREEMENT PERMITTED	EUM 20 516	10 16	END	New		0.000	EUM 20 516 10 16.pdf
39		ADDITIONAL INSURED WHERE REQUIRED BY AGREEMENT ENDORSEMENT ORAL AGREEMENT PERMITTED	EUM 20 517	10 16	END	New		0.000	EUM 20 517 10 16.pdf
40		ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT ENDORSEMENT	EUM 20 518	10 16	END	New		0.000	EUM 20 518 10 16.pdf
41		ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT ENDORSEMENT	EUM 20 519	10 16	END	New		0.000	EUM 20 519 10 16.pdf
42		ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT ENDORSEMENT	EUM 20 520	10 16	END	New		0.000	EUM 20 520 10 16.pdf
43		ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT ENDORSEMENT	EUM 20 521	10 16	END	New		0.000	EUM 20 521 10 16.pdf
44		CERTAIN WOOD PRESERVATIVES EXCLUSION	EUM 22 621	10 16	END	New		0.000	EUM 22 621 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
45		EXCLUSION – ABSOLUTE CONSTRUCTION OPERATIONS (INSURING AGREEMENT B)	EUM 22 624	10 16	END	New		0.000	EUM 22 624 10 16.pdf
46		EXCLUSION – ABSOLUTE CONSTRUCTION OPERATIONS	EUM 22 625	10 16	END	New		0.000	EUM 22 625 10 16.pdf
47		EXCLUSION – ABSOLUTE CONSTRUCTION OPERATIONS	EUM 22 626	10 16	END	New		0.000	EUM 22 626 10 16.pdf
48		EXCLUSION – ABSOLUTE DIACETYL	EUM 22 627	10 16	END	New		0.000	EUM 22 627 10 16.pdf
49		EXCLUSION – ABSOLUTE DIACETYL (INSURING AGREEMENT B)	EUM 22 628	10 16	END	New		0.000	EUM 22 628 10 16.pdf
50		EXCLUSION – ABSOLUTE POLLUTION	EUM 22 629	10 16	END	New		0.000	EUM 22 629 10 16.pdf
51		EXCLUSION – ABSOLUTE POLLUTION	EUM 22 630	10 16	END	New		0.000	EUM 22 630 10 16.pdf
52		EXCLUSION – ABSOLUTE UNDERGROUND STORAGE TANK (INSURING AGREEMENT B)	EUM 22 631	10 16	END	New		0.000	EUM 22 631 10 16.pdf
53		EXCLUSION – ABSOLUTE UNDERGROUND STORAGE TANK	EUM 22 632	10 16	END	New		0.000	EUM 22 632 10 16.pdf
54		EXCLUSION – ABSOLUTE UNDERGROUND STORAGE TANK	EUM 22 633	10 16	END	New		0.000	EUM 22 633 10 16.pdf

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55		EXCLUSION – ABUSE OR MOLESTATION MINOR PERSONS	EUM 22 636	10 16	END	New		0.000	EUM 22 636 10 16.pdf
56		EXCLUSION – ABUSE OR MOLESTATION EXCLUSION MINOR PERSONS (INSURING AGREEMENT B)	EUM 22 637	10 16	END	New		0.000	EUM 22 637 10 16.pdf
57		EXCLUSION – ABUSE OR MOLESTATION MINOR PERSONS (NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)	EUM 22 638	10 16	END	New		0.000	EUM 22 638 10 16.pdf
58		EXCLUSION – ABUSE OR MOLESTATION MINOR PERSONS (NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)	EUM 22 639	10 16	END	New		0.000	EUM 22 639 10 16.pdf
59		EXCLUSION – ABUSE OR MOLESTATION MINOR PERSONS	EUM 22 640	10 16	END	New		0.000	EUM 22 640 10 16.pdf
60		EXCLUSION – ADVERTISING INJURY	EUM 22 642	10 16	END	New		0.000	EUM 22 642 10 16.pdf
61		EXCLUSION – ADVERTISING INJURY	EUM 22 643	10 16	END	New		0.000	EUM 22 643 10 16.pdf
62		EXCLUSION – ADVERTISING INJURY (INSURING AGREEMENT B)	EUM 22 644	10 16	END	New		0.000	EUM 22 644 10 16.pdf
63		EXCLUSION – ADVERTISING, BROADCASTING, PUBLISHING AND TELECASTING (INSURING AGREEMENT B)	EUM 22 645	10 16	END	New		0.000	EUM 22 645 10 16.pdf

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64		EXCLUSION – ADVERTISING, BROADCASTING, PUBLISHING AND TELECASTING	EUM 22 646	10 16	END	New		0.000	EUM 22 646 10 16.pdf
65		EXCLUSION – ADVERTISING, BROADCASTING, PUBLISHING AND TELECASTING	EUM 22 647	10 16	END	New		0.000	EUM 22 647 10 16.pdf
66		EXCLUSION – AIRCRAFT LEASING	EUM 22 648	10 16	END	New		0.000	EUM 04 648 10 16.pdf
67		EXCLUSION – AIRCRAFT LEASING (INSURING AGREEMENT B)	EUM 22 649	10 16	END	New		0.000	EUM 22 649 10 16.pdf
68		EXCLUSION – AIRCRAFT LEASING	EUM 22 650	10 16	END	New		0.000	EUM 22 650 10 16.pdf
69		EXCLUSION – AIRCRAFT PRODUCTS AND GROUNDING (INSURING AGREEMENT B)	EUM 22 651	10 16	END	New		0.000	EUM 22 651 10 16.pdf
70		EXCLUSION – AIRCRAFT PRODUCTS AND GROUNDING	EUM 22 653	10 16	END	New		0.000	EUM 22 653 10 16.pdf
71		EXCLUSION – AIRPORT/AVIATION ACTIVITIES	EUM 22 654	10 16	END	New		0.000	EUM 22 654 10 16.pdf
72		EXCLUSION – AIRPORT/AVIATION ACTIVITIES (INSURING AGREEMENT B)	EUM 22 655	10 16	END	New		0.000	EUM 22 655 10 16.pdf
73		EXCLUSION – AIRPORT/AVIATION ACTIVITIES	EUM 22 656	10 16	END	New		0.000	EUM 22 656 10 16.pdf
74		EXCLUSION – ALCOHOL RELATED HEALTH HAZARD	EUM 22 657	10 16	END	New		0.000	EUM 22 657 10 16.pdf

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75		EXCLUSION – ALCOHOL RELATED HEALTH HAZARD (INSURING AGREEMENT B)	EUM 22 658	10 16	END	New		0.000	EUM 22 658 10 16.pdf
76		EXCLUSION – ALCOHOL RELATED HEALTH HAZARD	EUM 22 659	10 16	END	New		0.000	EUM 22 659 10 16.pdf
77		EXCLUSION – ANIMAL FEED	EUM 22 664	10 16	END	New		0.000	EUM 22 664 10 16.pdf
78		EXCLUSION – ANIMAL FEED (INSURING AGREEMENT B)	EUM 22 665	10 16	END	New		0.000	EUM 22 665 10 16.pdf
79		EXCLUSION – ANIMAL FEED	EUM 22 666	10 16	END	New		0.000	EUM 22 666 10 16.pdf
80		EXCLUSION – ARCHITECTS, ENGINEERS OR SURVEYORS PROFESSIONAL LIABILITY (INSURING AGREEMENTS A AND B)	EUM 22 667	10 16	END	New		0.000	EUM 22 667 10 16.pdf
81		EXCLUSION – ARCHITECTS, ENGINEERS OR SURVEYORS PROFESSIONAL LIABILITY (COVERAGE B)	EUM 22 668	10 16	END	New		0.000	EUM 22 668 10 16.pdf
82		EXCLUSION – ARCHITECTS, ENGINEERS OR SURVEYORS PROFESSIONAL LIABILITY	EUM 22 669	10 16	END	New		0.000	EUM 22 669 10 16.pdf
83		EXCLUSION – ASSAULT OR BATTERY	EUM 22 670	10 16	END	New		0.000	EUM 22 670 10 16.pdf
84		EXCLUSION – ASSAULT OR BATTERY (INSURING AGREEMENT B)	EUM 22 671	10 16	END	New		0.000	EUM 22 671 10 16.pdf

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85		EXCLUSION – ASSAULT OR BATTERY	EUM 22 672	10 16	END	New		0.000	EUM 22 672 10 16.pdf
86		EXCLUSION – ATHLETIC AND SPORTS PARTICIPANTS	EUM 22 673	10 16	END	New		0.000	EUM 22 673 10 16.pdf
87		EXCLUSION – ATHLETIC AND SPORTS PARTICIPANTS (INSURING AGREEMENT B)	EUM 22 674	10 16	END	New		0.000	EUM 22 674 10 16.pdf
88		EXCLUSION – AUTOMOBILE	EUM 22 676	10 16	END	New		0.000	EUM 22 676 10 16.pdf
89		EXCLUSION – AUTOMOBILE (INSURING AGREEMENT B)	EUM 22 677	10 16	END	New		0.000	EUM 22 677 10 16.pdf
90		EXCLUSION – NO FAULT-PIP-MEDICAL PAYMENTS UM/	EUM 22 678	10 16	END	New		0.000	EUM 22 678 10 16.pdf
91		EXCLUSION – NO FAULT-PIP-MEDICAL PAYMENTS-UM/UIM	EUM 22 679	10 16	END	New		0.000	EUM 22 679 10 16.pdf
92		EXCLUSION – NO FAULT-PIP-MEDICAL PAYMENTS-UM/UIM	EUM 22 680	10 16	END	New		0.000	EUM 22 680 10 16.pdf
93		EXCLUSION – AUTOMOBILE	EUM 22 681	10 16	END	New		0.000	EUM 22 681 10 16.pdf
94		EXCLUSION – BATCH CLAUSE ENDORSEMENT (INSURING AGREEMENTS A AND B)	EUM 22 682	10 16	END	New		0.000	EUM 22 682 10 16.pdf
95		EXCLUSION – BATCH CLAUSE ENDORSEMENT	EUM 22 683	10 16	END	New		0.000	EUM 22 683 10 16.pdf
96		EXCLUSION – CERTAIN WOOD PRESERVATIVES	EUM 22 684	10 16	END	New		0.000	EUM 22 684 10 16.pdf
97		EXCLUSION – CLEAN ROOM FACILITY	EUM 22 685	10 16	END	New		0.000	EUM 22 685 10 16.pdf

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98		EXCLUSION – CLEAN ROOM FACILITY	EUM 22 686	10 16	END	New		0.000	EUM 22 686 10 16.pdf
99		EXCLUSION – CLINICAL TRIALS ENDORSEMENT	EUM 22 687	10 16	END	New		0.000	EUM 22 687 10 16.pdf
100		EXCLUSION – CLINICAL TRIALS ENDORSEMENT	EUM 22 688	10 16	END	New		0.000	EUM 22 688 10 16.pdf
101		EXCLUSION – CONSTRUCTION AND REAL ESTATE OPERATIONS	EUM 22 691	10 16	END	New		0.000	EUM 22 691 10 16.pdf
102		EXCLUSION – CONSTRUCTION AND REAL ESTATE OPERATIONS	EUM 22 692	10 16	END	New		0.000	EUM 22 692 10 16.pdf
103		EXCLUSION – CONSTRUCTION LOAN	EUM 22 693	10 16	END	New		0.000	EUM 22 693 10 16.pdf
104		EXCLUSION – CONSTRUCTION LOAN	EUM 22 694	10 16	END	New		0.000	EUM 22 694 10 16.pdf
105		EXCLUSION – CONSTRUCTION OPERATIONS (NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)	EUM 22 695	10 16	END	New		0.000	EUM 22 695 10 16.pdf
106		EXCLUSION – CONSTRUCTION OPERATIONS WITH ROUTINE MAINTENANCE EXCEPTION	EUM 22 696	10 16	END	New		0.000	EUM 22 696 10 16.pdf
107		EXCLUSION – CONSTRUCTION OPERATIONS WITH ROUTINE MAINTENANCE EXCEPTION	EUM 22 697	10 16	END	New		0.000	EUM 22 697 10 16.pdf

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State: District of Columbia

Filing Company:

Everest National Insurance Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

Product Name: Commercial Umbrella/Excess

Project Name/Number: Forms Filing/CW-CU-20038886

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
108		EXCLUSION – CONSTRUCTION OPERATIONS (NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)	EUM 22 698	10 16	END	New		0.000	EUM 22 698 10 16.pdf
109		EXCLUSION – CONSTRUCTION OPERATIONS (SUBCONTRACTED OPERATIONS EXCEPTION-NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)	EUM 22 699	10 16	END	New		0.000	EUM 22 699 10 16.pdf
110		EXCLUSION – CONSTRUCTION OPERATIONS (SUBCONTRACTED OPERATIONS EXCEPTION-NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)	EUM 22 700	10 16	END	New		0.000	EUM 22 700 10 16.pdf
111		EXCLUSION – CONTRACTUAL LIABILITY	EUM 22 703	10 16	END	New		0.000	EUM 22 703 10 16.pdf
112		EXCLUSION – CONTRACTUAL LIABILITY	EUM 22 704	10 16	END	New		0.000	EUM 22 704 10 16.pdf
113		EXCLUSION – COVERAGE PROVIDED BY UNDERLYING INSURANCE AT SUB-LIMITS	EUM 22 705	10 16	END	New		0.000	EUM 22 705 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
114		EXCLUSION – COVERAGE PROVIDED BY UNDERLYING INSURANCE AT SUB-LIMITS	EUM 22 706	10 16	END	New		0.000	EUM 22 706 10 16.pdf
115		EXCLUSION – CROSS SUITS (INSURING AGREEMENT B)	EUM 22 707	10 16	END	New		0.000	EUM 22 707 10 16.pdf
116		EXCLUSION – ELECTROMAGNETIC FIELDS	EUM 22 710	10 16	END	New		0.000	EUM 22 710 10 16.pdf
117		EXCLUSION – ELECTROMAGNETIC FIELDS	EUM 22 711	10 16	END	New		0.000	EUM 22 711 10 16.pdf
118		EXCLUSION – EMPLOYERS' LIABILITY FOR OCCUPATIONAL DISEASE	EUM 22 712	10 16	END	New		0.000	EUM 22 712 10 16.pdf
119		EXCLUSION – LEAD PAINT	EUM 22 715	10 16	END	New		0.000	EUM 22 715 10 16.pdf
120		EXCLUSION – MARINE LIABILITY (INSURING AGREEMENT B)	EUM 22 717	10 16	END	New		0.000	EUM 22 717 10 16.pdf
121		EXCLUSION – NEURODEGENERATIVE INJURY	EUM 22 723	10 16	END	New		0.000	EUM 22 723 10 16.pdf
122		EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS	EUM 22 725	10 16	END	New		0.000	EUM 22 725 10 16.pdf
123		EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS (INSURING AGREEMENT A)	EUM 22 726	10 16	END	New		0.000	EUM 22 726 10 16.pdf
124		EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS (INSURING AGREEMENT B)	EUM 22 727	10 16	END	New		0.000	EUM 22 727 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
125		EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS	EUM 22 728	10 16	END	New		0.000	EUM 22 728 10 16.pdf
126		EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS BODILY CONSUMPTION EXCEPTION (INSURING AGREEMENT B)	EUM 22 729	10 16	END	New		0.000	EUM 22 729 10 16.pdf
127		EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS BODILY CONSUMPTION EXCEPTION (INSURING AGREEMENT A)	EUM 22 730	10 16	END	New		0.000	EUM 22 730 10 16.pdf
128		EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS BODILY CONSUMPTION EXCEPTION	EUM 22 731	10 16	END	New		0.000	EUM 22 731 10 16.pdf
129		EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS BODILY CONSUMPTION EXCEPTION	EUM 22 732	10 16	END	New		0.000	EUM 22 732 10 16.pdf
130		EXCLUSION – PROFESSIONAL LIABILITY (WITH LIMITED EXCEPTION FOR AGRICULTURAL PROFESSIONAL SERVICES)	EUM 22 738	10 16	END	New		0.000	EUM 22 738 10 16.pdf
131		EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES	EUM 22 743	10 16	END	New		0.000	EUM 22 743 10 16.pdf
132		EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES	EUM 22 744	10 16	END	New		0.000	EUM 22 744 10 16.pdf

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Product Name: Commercial Umbrella/Excess

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
133		EXCLUSION – TERRORISM (APPLICABLE TO SPECIFIED COUNTRIES)	EUM 22 759	10 16	END	New		0.000	EUM 22 759 10 16.pdf
134		EXCLUSION – TOBACCO PRODUCTS	EUM 22 762	10 16	END	New		0.000	EUM 22 762 10 16.pdf
135		EXCLUSION – TOBACCO PRODUCTS	EUM 22 763	10 16	END	New		0.000	EUM 22 763 10 16.pdf
136		EXCLUSION – WILDFIRE	EUM 22 770	10 16	END	New		0.000	EUM 22 770 10 16.pdf
137		EXCLUSION – WILDFIRE	EUM 22 771	10 16	END	New		0.000	EUM 22 771 10 16.pdf
138		EXCLUSION – ABSOLUTE DIACETYL	EUM 22 773	10 16	END	New		0.000	EUM 22 773 10 16.pdf
139		FETAL ALCOHOL SYNDROME AND FETAL ALCOHOL EFFECTS EXCLUSION ENDORSEMENT	EUM 22 774	10 16	END	New		0.000	EUM 22 774 10 16.pdf
140		FETAL ALCOHOL SYNDROME AND FETAL ALCOHOL EFFECTS EXCLUSION ENDORSEMENT	EUM 22 775	10 16	END	New		0.000	EUM 22 775 10 16.pdf
141		EXCLUSION -- FIELD OF ENTERTAINMENT	EUM 22 776	10 16	END	New		0.000	EUM 22 776 10 16.pdf
142		EXCLUSION - FINANCIAL INSTITUTIONS	EUM 22 777	10 16	END	New		0.000	EUM 22 777 10 16.pdf
143		FOLLOW FORM AUTOMOBILE ENDORSEMENT	EUM 22 778	10 16	END	New		0.000	EUM 22 778 10 16.pdf
144		FOLLOW FORM CAMPS AND CLUBS ENDORSEMENT	EUM 22 779	10 16	END	New		0.000	EUM 22 779 10 16.pdf
145		FOLLOW FORM CAMPS AND CLUBS ENDORSEMENT	EUM 22 780	10 16	END	New		0.000	EUM 22 780 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
146		FOLLOW FORM CARE, CUSTODY OR CONTROL ENDORSEMENT (PERSONAL PROPERTY)	EUM 22 781	10 16	END	New		0.000	EUM 22 781 10 16.pdf
147		FOLLOW FORM CARE, CUSTODY OR CONTROL ENDORSEMENT (PERSONAL PROPERTY)	EUM 22 782	10 16	END	New		0.000	EUM 22 782 10 16.pdf
148		FOLLOW FORM CONTRACTUAL LIABILITY (INSURING AGREEMENT B)	EUM 22 783	10 16	END	New		0.000	EUM 22 783 10 16.pdf
149		FOLLOW FORM EMPLOYERS' LIABILITY & STOP GAP ENDORSEMENT	EUM 22 784	10 16	END	New		0.000	EUM 22 784 10 16.pdf
150		FOLLOW FORM GENETICALLY MODIFIED ORGANISM ENDORSEMENT	EUM 22 785	10 16	END	New		0.000	EUM 22 785 10 16.pdf
151		FOLLOW FORM HERBICIDE, PESTICIDE, OR FERTILIZER APPLICATION ENDORSEMENT	EUM 22 786	10 16	END	New		0.000	EUM 22 786 10 16.pdf
152		FOLLOW FORM INCIDENTAL MEDICAL MALPRACTICE ENDORSEMENT (OCCURRENCE)	EUM 22 787	10 16	END	New		0.000	EUM 22 787 10 16.pdf
153		FOLLOW FORM INDUSTRIAL AID AIRCRAFT AND MARINE LIABILITY ENDORSEMENT	EUM 22 788	10 16	END	New		0.000	EUM 22 788 10 16.pdf
154		FOLLOW FORM CONTRACTUAL LIABILITY	EUM 22 793	10 16	END	New		0.000	EUM 22 793 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
155		DESIGNATED PREMISES OR PROJECT LIMITATION ENDORSEMENT	EUM 22 809	10 16	END	New		0.000	EUM 22 809 10 16.pdf
156		DESIGNATED PREMISES OR PROJECT LIMITATION ENDORSEMENT	EUM 22 810	10 16	END	New		0.000	EUM 22 810 10 16.pdf
157		EXCLUSION – AUTO NO-FAULT, UNINSURED AND UNDERINSURED MOTORIST	EUM 22 811	10 16	END	New		0.000	EUM 22 811 10 16.pdf
158		EXCLUSION – AUTO NO-FAULT, UNINSURED AND UNDERINSURED MOTORIST	EUM 22 812	10 16	END	New		0.000	EUM 22 812 10 16.pdf
159		EXCLUSION – CHROMIUM COPPER ARSENATE (“CCA”)	EUM 22 813	10 16	END	New		0.000	EUM 22 813 10 16.pdf
160		EXCLUSION – DESIGNATED OPERATIONS	EUM 22 814	10 16	END	New		0.000	EUM 22 814 10 16.pdf
161		EXCLUSION – DESIGNATED OPERATIONS	EUM 22 815	10 16	END	New		0.000	EUM 22 815 10 16.pdf
162		EXCLUSION – DESIGNATED PERSON OR ORGANIZATION	EUM 22 816	10 16	END	New		0.000	EUM 22 816 10 16.pdf
163		EXCLUSION – DESIGNATED PERSON OR ORGANIZATION	EUM 22 817	10 16	END	New		0.000	EUM 22 817 10 16.pdf
164		EXCLUSION – DESIGNATED PREMISES	EUM 22 818	10 16	END	New		0.000	EUM 22 818 10 16.pdf
165		EXCLUSION – DESIGNATED PREMISES	EUM 22 819	10 16	END	New		0.000	EUM 22 819 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
166		EXCLUSION – DESIGNATED PRODUCTS (YOUR PRODUCT/YOUR WORK)	EUM 22 820	10 16	END	New		0.000	EUM 22 820 10 16.pdf
167		EXCLUSION – DRUG OR MEDICINE	EUM 22 821	10 16	END	New		0.000	EUM 22 821 10 16.pdf
168		EXCLUSION – DRUG OR MEDICINE	EUM 22 822	10 16	END	New		0.000	EUM 22 822 10 16.pdf
169		EXCLUSION – DRUGGISTS PROFESSIONAL	EUM 22 823	10 16	END	New		0.000	EUM 22 823 10 16.pdf
170		EXCLUSION – DRUGGISTS PROFESSIONAL	EUM 22 824	10 16	END	New		0.000	EUM 22 824 10 16.pdf
171		EXCLUSION – E.COLI	EUM 22 825	10 16	END	New		0.000	EUM 22 825 10 16.pdf
172		EXCLUSION – ELECTRONIC PROFESSIONAL LIABILITY	EUM 22 826	10 16	END	New		0.000	EUM 22 826 10 16.pdf
173		EXCLUSION – ELECTRONIC PROFESSIONAL LIABILITY	EUM 22 827	10 16	END	New		0.000	EUM 22 827 10 16.pdf
174		EXCLUSION – EMINENT DOMAIN	EUM 22 828	10 16	END	New		0.000	EUM 22 828 10 16.pdf
175		EXCLUSION – EMINENT DOMAIN	EUM 22 829	10 16	END	New		0.000	EUM 22 829 10 16.pdf
176		EXCLUSION – EMPLOYERS LIABILITY	EUM 22 830	10 16	END	New		0.000	EUM 22 830 10 16.pdf
177		EXCLUSION – EMPLOYERS LIABILITY	EUM 22 831	10 16	END	New		0.000	EUM 22 831 10 16.pdf
178		EXCLUSION – FEDERAL EMPLOYEES' LIABILITY ACT	EUM 22 832	10 16	END	New		0.000	EUM 22 832 10 16.pdf
179		EXCLUSION – FEDERAL EMPLOYEES' LIABILITY ACT	EUM 22 833	10 16	END	New		0.000	EUM 22 833 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
180		EXCLUSION – FINANCIAL INSTITUTIONS	EUM 22 834	10 16	END	New		0.000	EUM 22 834 10 16.pdf
181		EXCLUSION – FINANCIAL INSTITUTIONS	EUM 22 835	10 16	END	New		0.000	EUM 22 835 10 16.pdf
182		EXCLUSION – FOREIGN LIABILITY	EUM 22 836	10 16	END	New		0.000	EUM 22 836 10 16.pdf
183		EXCLUSION – FOREIGN LIABILITY	EUM 22 837	10 16	END	New		0.000	EUM 22 837 10 16.pdf
184		EXCLUSION – FORMALDEHYDE (COVERAGES A AND B)	EUM 22 838	10 16	END	New		0.000	EUM 22 838 10 16.pdf
185		EXCLUSION – FORMALDEHYDE	EUM 22 839	10 16	END	New		0.000	EUM 22 839 10 16.pdf
186		EXCLUSION – HEALTHCARE SERVICES	EUM 22 840	10 16	END	New		0.000	EUM 22 840 10 16.pdf
187		EXCLUSION – INSURANCE AND RELATED OPERATIONS	EUM 22 841	10 16	END	New		0.000	EUM 22 841 10 16.pdf
188		LIQUOR LIABILITY EXCLUSION	EUM 22 842	10 16	END	New		0.000	EUM 22 842 10 16.pdf
189		LIQUOR LIABILITY EXCLUSION	EUM 22 843	10 16	END	New		0.000	EUM 22 843 10 16.pdf
190		EXCLUSION – MARINE EMPLOYERS LIABILITY	EUM 22 844	10 16	END	New		0.000	EUM 22 844 10 16.pdf
191		EXCLUSION – MTBE (COVERAGE B)	EUM 22 845	10 16	END	New		0.000	EUM 22 845 10 16.pdf
192		EXCLUSION – MTBE	EUM 22 846	10 16	END	New		0.000	EUM 22 846 10 16.pdf
193		EXCLUSION – OCIP/CCIP/WRAP-UP	EUM 22 847	10 16	END	New		0.000	EUM 22 847 10 16.pdf
194		EXCLUSION – PRODUCTS/COMPLETE D OPERATIONS HAZARD	EUM 22 849	10 16	END	New		0.000	EUM 22 849 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
195		EXCLUSION – THERAPEUTIC OR COSMETIC SERVICES	EUM 22 850	10 16	END	New		0.000	EUM 22 850 10 16.pdf
196		EXCLUSION – WATER SPORTS	EUM 22 851	10 16	END	New		0.000	EUM 22 851 10 16.pdf
197		FOLLOW FORM ENDORSEMENT (WITH SHAVING OF LIMITS)	EUM 22 852	10 16	END	New		0.000	EUM 22 852 10 16.pdf
198		FOLLOW FORM – FAILURE TO SUPPLY	EUM 22 853	10 16	END	New		0.000	EUM 22 853 10 16.pdf
199		FOLLOW FORM – FELLOW EMPLOYEE ENDORSEMENT	EUM 22 854	10 16	END	New		0.000	EUM 22 854 10 16.pdf
200		FOLLOW FORM – MISDELIVERY OF LIQUID PRODUCTS	EUM 22 855	10 16	END	New		0.000	EUM 22 855 10 16.pdf
201		FOLLOWING FORM – PUBLISHERS AND PRINTERS	EUM 22 856	10 16	END	New		0.000	EUM 22 856 10 16.pdf
202		FOLLOW FORM – SEED MERCHANTS ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE	EUM 22 857	10 16	END	New		0.000	EUM 22 857 10 16.pdf
203		FOLLOW FORM – TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) ENDORSEMENT	EUM 22 858	10 16	END	New		0.000	EUM 22 858 10 16.pdf
204		LOT OR BATCH LIMITATION ENDORSEMENT	EUM 22 859	10 16	END	New		0.000	EUM 22 859 10 16.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
205		NAMED PERIL AND TIME ELEMENT POLLUTION SELF-INSURED RETENTION ENDORSEMENT FOR AGRICULTURE OPERATIONS	EUM 22 860	10 16	END	New		0.000	EUM 22 860 10 16.pdf
206		NAMED PERIL AND TIME ELEMENT POLLUTION SELF-INSURED RETENTION ENDORSEMENT FOR AGRICULTURE OPERATIONS	EUM 22 861	10 16	END	New		0.000	EUM 22 861 10 16.pdf
207		EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY	EUM 22 864	10 16	END	New		0.000	EUM 22 864 10 16.pdf
208		INDIANA AMENDATORY ENDORSEMENT (DEFINITION OF POLLUTANTS)	EUM 01 661	10 16	END	New			EUM 01 661 10 16.pdf
209		EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD	EUM 22 848	10 16	END	New			EUM 22 848 10 16.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACT OF TERRORISM SELF-INSURED RETENTION ENDORSEMENT (INSURING AGREEMENTS A AND B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

Solely with respect to any "Act of Terrorism", this policy is amended as follows:

Item 4. of the Declarations is amended to include the following "Self-Insured Retention":

ACT OF TERRORISM SELF-INSURED RETENTION – \$1,000,000 Each "Occurrence" (As respects all liability covered under this policy arising out of any "Act of Terrorism".) The Act of Terrorism Self-Insured Retention will not be reduced or exhausted by "Defense Expenses".

Item 5. Of the Declarations is amended to include the following:

ACT OF TERRORISM PREMIUM: _____

Section III – Limits of Insurance is amended to include the following additional provision:

The Act of Terrorism Self-Insured Retention applies whether or not there is any available "underlying insurance" or "other insurance" providing coverage to the "insured". If there is "underlying insurance" or "other insurance" providing coverage to the "insured", amounts received through such "underlying insurance" or "other insurance" for payment of the loss may be applied to reduce or exhaust the Act of Terrorism Self-Insured Retention. However, in no event will amount received through such "underlying insurance" or "other insurance" for the payment of "defense expenses" reduce the Act of Terrorism Self-Insured Retention.

Section II – Defense And Supplementary Payments paragraphs 2.a., 2.b., 4. and 5. are deleted in their entireties, and Paragraph 2. is replaced by the following:

2. We will have no duty to defend any "suit" against the "Insured". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

Section VII – Definitions is amended to include the following additional definitions:

"Act of Terrorism" means:

- a. Any act which is verified or recognized by the United States Government as an act of terrorism, including a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments, or extensions thereto; or
- b. the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

"Defense expenses" means any payment allocated to a specific loss, claim or "suit" for its investigation, settlement or defense, including but not limited to:

- a. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
- b. Premiums on bonds to release attachments;
- c. Premiums on appeal bonds required by law to appeal any claim or "suit";
- d. Costs taxed against the "Insured" in any claim or "suit";
- e. Pre-judgment interest awarded against the "Insured";
- f. Interest that accrues after entry of judgment.

It is understood and agreed that if any other endorsement to this policy excludes terrorism liability arising in one or more specified countries, the provisions of such exclusion shall supersede this endorsement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACT OF TERRORISM SELF-INSURED RETENTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

ITEM 5. of the Declarations Page is amended to include the following additional Self-Insured Retention:

ACT OF TERRORISM SELF-INSURED RETENTION - _____ Per "Occurrence" (as respects all liability covered under this policy arising out of any Act of Terrorism.) The "Act of Terrorism" "Self-Insured Retention" will not be reduced or exhausted by "Claim Expenses".

ITEM 6 of the Declarations Page is amended to include the following:

ACT OF TERRORISM PREMIUM: \$

SECTION II – LIMITS OF INSURANCE & "SELF-INSURED RETENTION" is amended to include the following:

The "Act of Terrorism" "Self-Insured Retention" applies whether or not there is any available scheduled "underlying insurance" or "other insurance" providing coverage to the "insured". If there is Scheduled "underlying insurance" or "other insurance" providing coverage to the "insured", amounts received through such scheduled "underlying insurance" or "other insurance" for payment of the loss may be applied to reduce or exhaust the "act of terrorism" "self-insured retention". However, in no event will amounts received through scheduled "underlying insurance" or "other insurance" for the payment of "claim expenses" reduce the "act of terrorism" "self-insured retention".

SECTION I – COVERAGE 3. DEFENSE & SUPPLEMENTARY PAYMENTS, Paragraph a. is deleted and replaced by the following:

a. We will have no duty to defend any "suit" against the "insured". We will, however, have the right, but not the duty to participate in the defense of any "Suit" and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense, but only when:

- (1) The total applicable limits of "underlying insurance" have been exhausted by payment of:
 - (a) Damages;
 - (b) Settlements; or
 - (c) "Claim Expenses", if "Claim Expenses" are included within and erode the total applicable limits of "Underlying Insurance"

To which this insurance applies and the total applicable limits of "other insurance" have been exhausted; or

- (2) The damages sought would not be covered by any policy or policies on the Schedule of "underlying insurance" or any applicable "other insurance" had not been exhausted by the payment of damages, settlements or "claim expenses".

SECTION VI – DEFINITIONS is amended to include the following:

Act of Terrorism means:

1. Any act which is verified or recognized by the United States Government as an act of terrorism, including a certified "act of terrorism" defined by Section 102, Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments, or extensions thereto; or

2. The use of threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

For the purposes of this endorsement, "claim expenses" means any payment to a specific loss, claim or "suit" for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or "suit";
4. Costs taxed against the "Insured" in any claim or "Suit";
5. Pre-judgment interest awarded against the "Insured";
6. Interest that accrues after entry of judgment.

If is understood and agreed that if any other endorsement to this policy excludes terrorism liability arising in one or more specified countries, the provisions of such exclusions shall supersede this endorsement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OTHER INSURANCE CONDITION (INSURING AGREEMENTS A AND B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

Section VI. **Conditions**, Item **iv. Other Insurance** is deleted and replaced with the following:

Other Insurance

If valid and collectible "other insurance" applies to damages that are also covered by this policy, this policy will apply primary of the "other insurance" and such "other insurance" will not contribute with this insurance, but only if:

1. You have agreed in writing in a contract or agreement that such person or organization is an "insured" under this policy; and
2. Such person or organization is included as an insured under the coverage provided by "underlying insurance".

If valid and collectible "other insurance" applies to damages that are also covered by this policy and does not meet the criteria stated above as 1. and 2., then this policy will apply excess of the "other insurance" and will not contribute with such "other insurance".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Section V. Conditions, **D. Other Insurance** is deleted and replaced with the following:

Other Insurance

If valid and collectible "other insurance" applies to damages that are also covered by this policy, this policy will apply primary of the "other insurance" and such "other insurance" will not contribute with this insurance, but only if:

1. You have agreed in writing in a contract or agreement that such person or organization is an "insured" under this policy; and
2. Such person or organization is included as an insured under the coverage provided by "underlying insurance".

If valid and collectible "other insurance" applies to damages that are also covered by this policy and does not meet the criteria stated above as 1. and 2., then this policy will apply excess of the "other insurance" and will not contribute with such "other insurance".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING ENDORSEMENT (INSURING AGREEMENTS A AND B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

Section VI. **Conditions**, is amended to include the following:

If this insurance and any other insurance issued to the "Named Insured" by us or any of our affiliated companies apply to the same claim, "suit" or "occurrence", the maximum limit of insurance available for such claim, "suit" or "occurrence" will not exceed the highest applicable limit of insurance available under any one policy. This condition does not apply to any "other insurance" issued by us or any of our affiliated companies specifically issued to apply as excess insurance over the limits of this policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Section V. **Conditions**, is amended to include the following:

If this insurance and any other insurance issued to the "Named insured" by us or any of our affiliated companies apply to the same claim, "suit" or "occurrence", the maximum limit of insurance available for such claim, "suit" or "occurrence" will not exceed the highest applicable limit of insurance available under any one policy. This condition does not apply to any "other insurance" issued by us or any of our affiliated companies specifically issued to apply as excess insurance over the limits of this policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE DEALERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation:

1. Assumed by the “insured” under any contract or agreement, arising out of the design or manufacture of “autos” or any component, part or equipment (including tires) for such “autos”;
2. Arising out of the providing or failing to provide services of a professional nature by or on behalf of the “insured” in the capacity of an insurance agent, insurance broker or general insurance agent;
3. Arising out of the ownership, maintenance, operation, use, entrustment to others, “loading or unloading” of any “auto” while being used in any prearranged organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
4. Arising out of the ownership, maintenance, operation, use, entrustment to others, “loading or unloading” of any “leased auto” or “loaned auto”; however, except insofar as coverage is available to the “insured” in the “underlying insurance” and for the full limits of liability shown therein, this exclusion does not apply with respect to any “auto” provided by the “insured” to the “insured’s” customer(s) while such customer’s “auto” is temporarily left with the “insured” for service, repair or sale.

For the purpose of this endorsement, the following Definitions apply:

“Leased auto” means an “auto” leased or rented by or for the “insured” to a lessee or rentee under a lease or rental agreement.

“Loaned auto” means an “auto” loaned to any person or organization other than a person or organization qualifying as an “insured” under the terms of this policy. “Loaned auto” does not include an “auto” loaned to:

1. A person or organization to demonstrate or test it, or
2. A person or organization whose “auto” is in the care of the “insured” for testing, repair or maintenance.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE DEALERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation:

1. Assumed by the “insured” under any contract or agreement, arising out of the design or manufacture of “autos” or any component, part or equipment (including tires) for such “autos”;
2. Arising out of the providing or failing to provide services of a professional nature by or on behalf of the “insured” in the capacity of an insurance agent, insurance broker or general insurance agent;
3. Arising out of the ownership, maintenance, operation, use, entrustment to others, “loading or unloading” of any “auto” while being used in any prearranged organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
4. Arising out of the ownership, maintenance, operation, use, entrustment to others, “loading or unloading” of any “leased auto” or “loaned auto”; however, except insofar as coverage is available to the “insured” in the “underlying insurance” and for the full limits of liability shown therein, this exclusion does not apply with respect to any “auto” provided by the “insured” to the “insured’s” customer(s) while such customer’s “auto” is temporarily left with the “insured” for service, repair or sale.

For the purpose of this endorsement, the following definitions apply:

“Leased auto” means an “auto” leased or rented by or for the “insured” to a lessee or rentee under a lease or rental agreement.

“Loaned auto” means an “auto” loaned to any person or organization other than a person or organization qualifying as an “insured” under the terms of this policy. “Loaned auto” does not include an “auto” loaned to:

1. A person or organization to demonstrate or test it, or
2. A person or organization whose “auto” is in the care of the “insured” for testing, repair or maintenance.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

For the purposes of this endorsement, **Section VI – Definitions 20. Named Insured** is deleted in its entirety and replaced with the following:

20. “Named insured” means:

- a.** Any person or organization designated in Item 1. of the Declarations Page.
- b.** Any subsidiary or acquired company or corporation (including subsidiaries thereof) and any other legal entities (including joint ventures, limited liability companies and partnerships) in which:
 - (1)** Any “insured” named as the “named insured” on the Declarations Page has more than 50% ownership in;
 - (2)** Any “named insured” or its subsidiaries have entered into a contract or agreement to place insurance for each such entity; or
 - (3)** Any “named insured” or its subsidiaries exercise management or financial control.

Notwithstanding any of the above, no person or organization is an “insured” under this policy that is not an “insured” under applicable scheduled “underlying insurance”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD KNOWLEDGE OF OCCURRENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

It is agreed that **Condition H. Duties In the Event of an Occurrence, Claim or Suit**, Paragraph 5, is deleted and replaced with the following:

5. You must give us or our authorized representative notice of an "occurrence", claim, or "suit" only when the "occurrence", claim, or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership or joint venture;
 - c. An executive officer or the employee designated by you to give such notice, if you are a corporation;
or
 - d. A manager, if you are a limited liability company.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION CLAUSE AMENDED ENDORSEMENT
(CREDIT RATING TRIGGER)**

TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

COMMERICAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby understood and agreed that the Cancellation Condition of this policy is amended by adding the following provision to the end thereof:

Notwithstanding the foregoing, in the event that a financial strength rating is issued (1) below A- by A.M. Best Co., or (2) below A- by Standard & Poor's Ratings Services, for the insurance company providing this insurance (hereinafter "Credit Rating Downgrade"), this policy may be cancelled by the first "Named Insured" referenced in Item 1. of the Declarations by mailing written prior notice to us or by surrender of this policy to us or our authorized agent. If this policy is canceled by the first "Named insured" referenced in Item 1. of the Declarations within 30 days after such Credit rating Downgrade, the insurance company providing this insurance shall retain the pro-rata proportion of the premium herein.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION CLAUSE AMENDED ENDORSEMENT

TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby understood and agreed that the Cancellation Condition of this policy is amended by adding the following provision to the end thereof:

Notwithstanding the foregoing, in the event of a natural disaster or other catastrophe that inhibits communication by email, telephone or in person between the insurance company providing the insurance and the "Named Insured" (or their representatives) at the time of policy expiration, this policy shall be automatically extended for a maximum of 90 days, not guaranteed at a pro rata premium.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS REPORTING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION VI. CONDITIONS- Duties in the Event of an Occurrence, Claim or Suit, the following additional conditions apply:

The "named insured" is required to provide us written notice of:

1. Any claim, either paid or reserved, for 25% or more of the applicable "retained limit";
2. Any claim in which we are identified as an allegedly liable party or "suit" in which we are named as a defendant; and
3. Any claim for an "occurrence" not covered by the underlying policies listed in the schedule of "underlying insurance" nor by any other "underlying insurance" providing coverage to the "insured" in which the requested damage exceeds the "retained limit".

You are also required to give us immediate written notice of any injury of the following types:

1. Death;
2. Quadriplegia or paraplegia;
3. Amputations;
4. Other serious injuries including but not limited to brain damage, serious burns, loss of an eye, permanent loss of any other senses, severe scarring, alleged paralysis; or
5. "Occurrences" which arise from or are related to violent crimes or extraordinary and destructive events, including but not limited to sexual assault, firearm- or explosive-related damage, or mutilation.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS REPORTING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION V. CONDITIONS- Duties in the Event of an Occurrence, Claim or Suit, the following additional conditions apply:

The "named insured" is required to provide us written notice of:

1. Any claim, either paid or reserved, for 25% or more of the applicable "retained limit";
2. Any claim in which we are identified as an allegedly liable party or "suit" in which we are named as a defendant; and
3. Any claim for an "occurrence" not covered by the underlying policies listed in the schedule of "underlying insurance" nor by any other "underlying insurance" providing coverage to the "insured" in which the requested damage exceeds the "retained limit".

You are also required to give us immediate written notice of any injury of the following types:

1. Death;
2. Quadriplegia or paraplegia;
3. Amputations;
4. Other serious injuries including but not limited to brain damage, serious burns, loss of an eye, permanent loss of any other senses, severe scarring, alleged paralysis; or
5. "Occurrences" which arise from or are related to violent crimes or extraordinary and destructive events, including but not limited to sexual assault, firearm- or explosive-related damage, or mutilation.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE MANSLAUGHTER AND HOMICIDE ACT OF 2007

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

Solely with respect to Insuring Agreement **B – Commercial Umbrella Liability Insurance** this policy is amended as follows:

Solely with respect to “occurrences”, this policy is amended as follows:

Corporate Manslaughter and Corporate Homicide Act of 2007 (United Kingdom)

In respect of Section 1 of the Corporate Manslaughter and Corporate Homicide Act of 2007 (United Kingdom), we will pay all “defense costs” excess of the “retained limit” incurred with our prior consent including prosecution costs awarded against the “Insured” or director or partner or employee of the “Insured” for an offense occurring during the “policy period” under:

- a. The Corporate Manslaughter and Corporate Homicide Act of 2007 (United Kingdom) or similar or amending legislation or under the common law, provided in all cases it relates to matters affecting the safety health and welfare of employees of the “Insured”;
- b. Sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands or criminal proceedings brought thereunder; and/or
- c. An appeal against a conviction arising from such proceedings in paragraphs a. or b. above.

For the avoidance of doubt the under noted statutes, while not exhaustive, are included within the statutes or regulations contemplated for which “defense expenses” are insured by this clause:

- i. Health and Safety at Work, etc. Act 1974, but only sections 2 to 8;
- ii. The Trade Description Act 1968;
- iii. Part II of the Consumer Protection Act of 1987;
- iv. Part II of the Food Safety Act 1990.

The coverage provided by this endorsement shall not apply:

- i) To the payment of fines and penalties or the cost of complying with a publicity order or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act of 2007 or any statute referenced in this endorsement arising in respect of such proceeding or appeal;
- ii) To the extent the “Insured” or any director or partner or employee of the “Insured” have indemnity for such liability under any other policy;
- iii) To any director or partner or employee of the “Insured” who has committed or is alleged to have committed any deliberate act if the result could reasonably have been expected having regard to the nature and the circumstance of such act or omission.

It is understood and agreed that such “defense expenses” shall be part of, and not in addition to, the Limits of Insurance of this policy.

It is further understood and agreed that the indemnity by this clause excludes and does not cover circumstance to the extent to which the “Named Insured” or any other “insured” is entitled to indemnity by any other legal expenses, motor or employment protection policy.

For the purpose of the coverage granted by this endorsement, the term "defense expenses" means a payment allocated to defend a specific "suit", including but not limited to:

- a.** Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
- b.** Premiums on bonds to release attachments;
- c.** Premiums on appeal bonds required by law to appeal any claim or "suit";
- d.** Court costs taxed against the "Insured" in any "suit";
- e.** Pre-judgment interest awarded against the "Insured"; and
- f.** Interest that accrues after entry of judgment.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE MANSLAUGHTER AND HOMICIDE ACT OF 2007

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Solely with respect to Section I, Coverage, 1. Insuring Agreement, this policy is amended as follows:

Solely with respect to "occurrences", this policy is amended as follows:

Corporate Manslaughter and Corporate Homicide Act of 2007 (United Kingdom)

In respect of Section 1 of the Corporate Manslaughter and Corporate Homicide Act of 2007 (United Kingdom), we will pay all "defense costs" excess of the "retained limit" incurred with our prior consent including prosecution costs awarded against the "Insured" or director or partner or employee of the "Insured" for an offense occurring during the "policy period" under:

- a. The Corporate Manslaughter and Corporate Homicide Act of 2007 (United Kingdom) or similar or amending legislation or under the common law, provided in all cases it relates to matters affecting the safety health and welfare of employees of the "Insured";
- b. Sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands or criminal proceedings brought thereunder; and/or
- c. An appeal against a conviction arising from such proceedings in Paragraphs a. or b. above.

For the avoidance of doubt the under noted statutes, while not exhaustive, are included within the statutes or regulations contemplated for which "defense expenses" are insured by this clause:

- i. Health and Safety at Work, etc. Act 1974, but only sections 2 to 8;
- ii. The Trade Description Act 1968;
- iii. Part II of the Consumer Protection Act of 1987;
- iv. Part II of the Food Safety Act 1990.

The coverage provided by this endorsement shall not apply:

- i) To the payment of fines and penalties or the cost of complying with a publicity order or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act of 2007 or any statute referenced in this endorsement arising in respect of such proceeding or appeal;
- ii) To the extent the "Insured" or any director or partner or employee of the "Insured" have indemnity for such liability under any other policy;
- iii) To any director or partner or employee of the "Insured" who has committed or is alleged to have committed any deliberate act if the result could reasonably have been expected having regard to the nature and the circumstance of such act or omission.

It is understood and agreed that such "defense expenses" shall be part of, and not in addition to, the Limits of Insurance of this policy.

It is further understood and agreed that the indemnity by this clause excludes and does not cover circumstance to the extent to which the "Named Insured" or any other "insured" is entitled to indemnity by any other legal expenses, motor or employment protection policy.

For the purpose of the coverage granted by this endorsement, the term "defense expenses" means a payment allocated to defend a specific "suit", including but not limited to:

- a. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
- b. Premiums on bonds to release attachments;
- c. Premiums on appeal bonds required by law to appeal any claim or "suit";
- d. Court costs taxed against the "Insured" in any "suit";
- e. Pre-judgment interest awarded against the "Insured"; and
- f. Interest that accrues after entry of judgment.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DUTIES IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUIT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

Solely as respects Section VI – **CONDITIONS**, Paragraph viii. Duties In The Event Of An “Occurrence”, Claim, Or “Suit”, it is understood that knowledge of an accident by a director, officer, partner, manager, member, agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a Senior Risk Manager of each country of yours (as applicable to “occurrence”) shall have received notice from said agent, employee or any other person.

However, it is understood that the provisions of this endorsement will not supersede Insuring Agreement B – Commercial Umbrella Liability of the policy.

Notwithstanding the foregoing, in the event of a natural disaster or other catastrophe that inhibits communication by email, telephone or in person between the insurance company providing the insurance and the “Named Insured” (or their representatives) at the time of policy expiration, this policy shall be automatically extended for a maximum of 90 days, not guaranteed at a pro rata premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT (FOREIGN ONLY) (INSURING AGREEMENT B)

IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

Solely with respect to Insuring Agreement **B – Commercial Umbrella Liability Insurance** this policy is amended as follows:

Solely as respects the “insured’s” Employer’s Liability arising out of its operations outside of the United States of America, its territories and its possessions, Puerto Rico and Canada, this policy is amended as follows:

1. Paragraphs **a.** and **b.** of Insuring Agreement **B** are deleted in their entirety and replaced by the following:
 - a.** We will pay on behalf of the “insured” those sums in excess of the “retained limit” that the insured becomes legally obligated to pay by reason of liability imposed by law because of “bodily injury” by accident or by disease caused by an “occurrence”, including resulting death, of your “employee”. The amount we will pay for damages is limited as described in Section **III – Limits Of Insurance**.
 - b.** This policy applies only if all of the following conditions are met:
 - (1) The “bodily injury” by accident or by disease must arise out of and in the course of the injured employee’s employment by you;
 - (2) The “bodily injury” by accident must occur during the “policy period”; and
 - (3) The “bodily injury” by disease must be caused or aggravated by the conditions of your employment. The “employee’s” last day of last exposure to the conditions causing or aggravating such “bodily injury” by disease must occur during the “policy period”.
 - c.** The amount we will pay for damages covered under this endorsement, where recovery is permitted by law, include damages:
 - (1) For which you are liable to a third party by reason of a claim or “suit” against you by that third party to recover the damages claimed against such third party as a result of injury to your “employee”;
 - (2) For care and loss of services;
 - (3) For consequential “bodily injury” of a spouse, child, parent, brother or sister of the insured “employee”;

provided that the damages listed in c.(1), c.(2) and c.(3) above are the direct consequence of “bodily injury” that arises out of and in the course of the injured employee’s employment by you; and

 - (4) Because of “bodily injury” to your “employee” that arises out of and in the course of employment claimed against you in a capacity other than as employer.
2. The following exclusions are added to Section **IV - Exclusions**:

Various Employer’s Liability

This insurance does not apply to:

- a. "Property damage", "personal and advertising injury";
 - b. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
 - c. Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law. However, if a Corporate Manslaughter Coverage Endorsement is attached to this policy, this exclusion shall not apply to liability covered under such endorsement;
 - d. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
 - e. "Bodily injury" intentionally caused or aggravated by you;
 - f. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act(45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;
 - g. "Bodily injury" to a master or member of the crew of any vessel;
 - i. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violations of those laws or regulations issued thereunder, and any amendments to those laws; and
 - j. Any liability arising out of "bodily injury" to an "employee" in the course of employment, where the obligation of any insurer of self-insurance mechanism providing employer's liability coverage for the "insured is by law unlimited.
3. Paragraph **A.** of the **Miscellaneous Laws** exclusion in Section **IV – Exclusions** is deleted and replaced by the following:

This insurance does not apply to "bodily injury" to any person engaged in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
(FOREIGN ONLY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

Solely as respects the “insured’s” Employers Liability arising out of its operations outside of the United States of America, its territories and its possessions, Puerto Rico and Canada, this policy is amended as follows:

1. Paragraphs **a.** and **b.** of Section I Coverage, 1. Insuring Agreement, are deleted in their entirety and replaced by the following:
 - a.** We will pay on behalf of the “insured” those sums in excess of the “retained limit” that the insured becomes legally obligated to pay by reason of liability imposed by law because of “bodily injury” by accident or by disease caused by an “occurrence”, including resulting death, of your “employee”. The amount we will pay for damages is limited as described in Section II – **Limits Of Insurance**.
 - b.** This policy applies only if all of the following conditions are met:
 - (1) The “bodily injury” by accident or by disease must arise out of and in the course of the injured employee’s employment by you;
 - (2) The “bodily injury” by accident must occur during the “policy period”; and
 - (3) The “bodily injury” by disease must be caused or aggravated by the conditions of your employment. The “employee’s” last day of last exposure to the conditions causing or aggravating such “bodily injury” by disease must occur during the “policy period”.
 - c.** The amount we will pay for damages covered under this endorsement, where recovery is permitted by law, include damages:
 - (1) For which you are liable to a third party by reason of a claim or “suit” against you by that third party to recover the damages claimed against such third party as a result of injury to your “employee”;
 - (2) For care and loss of services;
 - (3) For consequential “bodily injury” of a spouse, child, parent, brother or sister of the insured “employee”;

provided that the damages listed in c.(1), c.(2) and c.(3) above are the direct consequence of “bodily injury” that arises out of and in the course of the injured employee’s employment by you; and

 - (4) Because of “bodily injury” to your “employee” that arises out of and in the course of employment claimed against you in a capacity other than as employer.
2. The following exclusions are added to Section III - **Exclusions**:

Various Employer’s Liability

This insurance does not apply to:

- a.** “Property damage”, “personal and advertising injury”;

- b. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
 - c. Punitive or exemplary damages because of “bodily injury” to an “employee” employed in violation of law. However, if a Corporate Manslaughter Coverage Endorsement is attached to this policy, this exclusion shall not apply to liability covered under such endorsement;
 - d. “Bodily injury” to an “employee” while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
 - e. “Bodily injury” intentionally caused or aggravated by you;
 - f. “Bodily injury” to any person in work subject to the Federal Employers’ Liability Act(45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an “employee” due to “bodily injury” arising out of or in the course of employment, or any amendments to those laws;
 - g. “Bodily injury” to a master or member of the crew of any vessel;
 - i. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violations of those laws or regulations issued thereunder, and any amendments to those laws; and
 - j. Any liability arising out of “bodily injury” to an “employee” in the course of employment, where the obligation of any insurer of self-insurance mechanism providing employer’s liability coverage for the “insured is by law unlimited.
3. Paragraph **A.** of the **Miscellaneous Laws** exclusion in Section **III – Exclusions** is deleted and replaced by the following:

This insurance does not apply to “bodily injury” to any person engaged in work subject to the Longshore and Harbor Workers’ Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen’s compensation law or other federal occupational disease law, or any amendments to these laws.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Solely with respect to the "insured's" Employers Liability, **SECTION I – COVERAGE 1. INSURING AGREEMENT**, paragraphs **1.a** and **1.b** are replaced by the following:

1. INSURING AGREEMENT

- a. We will pay on behalf of the "insured" those sums in excess of the Retained Limit that the "insured" becomes legally obligated to pay by reason of liability imposed by law because of "bodily injury" by accident or by disease caused by an "occurrence", including resulting death, of your "employee". The amount we will pay for damages is limited as described in **SECTION II – LIMITS OF INSURANCE & SELF-INSURED RETENTION**.
- b. This policy applies, only if all of the following conditions are met:
 - (1) The "bodily injury" by accident or by disease must arise out of and in the course of the injured "employee's" employment by you;
 - (2) The "bodily injury" by accident must occur during the "policy period";
 - (3) The "bodily injury" by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the "policy period"; and
 - (4) If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

2. The amount we will pay for damages covered under this endorsement, where recovery is permitted by law, include damages:

- a. For which you are liable to a third party by reason of claim or "suit" against you by the third party to recover the damages claimed against such third party as a result of injury to your "employee";
- b. For care and loss of services;
- c. For consequential "bodily injury" of a spouse, child, parent, brother or sister of the injured "employee";
Provided that the damages listed in paragraphs 2.a., 2.b., and 2.c above are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and
- d. Because of "bodily injury" to your "employee" that arises out of an in the course of employment claimed against you in a capacity other than as an employer.

SECTION III – EXCLUSIONS is amended to include the following additional exclusions:

Various Employers' Liability

This insurance does not apply to:

- a. "Property damage", "personal and advertising injury";
- b. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- c. Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;
- d. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers";
- e. "Bodily injury" intentionally caused or aggravated by you;

- f. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- g. "Bodily injury" to any person in work subject of the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;
- h. "Bodily injury" to a master or member of the crew of any vessel;
- i. Fines or penalties imposed for violation of federal or state law;
- j. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violations of those laws or regulations issued thereunder, and any amendments to those laws; and
- k. Any liability arising out of "bodily injury" to an "employee" in the course of employment, where the obligation of any insurer or self-insurance mechanism providing employer's liability coverage for the "insured" is by law is unlimited.

Exclusion 11. Employer's Liability under **SECTION III – EXCLUSIONS** is deleted in its entirety and replaced by the following:

This insurance does not apply to "bodily injury" to any person engaged in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), and other federal workers or workman's compensation law or other federal occupational disease law, or any amendments to these laws.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AGGREGATE LIMIT OF INSURANCE PER LOCATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION II – LIMITS OF INSURANCE AND “SELF-INSURED RETENTION” (2.) is amended to include the following:

The General Aggregate Limit of Insurance stated in Item 3. of the Declarations applies separately to each location for which coverage applies under this policy if:

- 1.** You are obligated by written contract to procure a separate Limit of Insurance for such location(s); and
- 2.** Scheduled “underlying insurance” also provides a separate Limit of Insurance for such location(s).

However, the insurance provided under this policy will not exceed the lesser of the Limits of Insurance of this policy or the minimum Limits of Insurance you agreed to procure in such written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The Named Insured listed in Item 1. of the Declarations is amended to read as follows:

ITEM 1. NAMED INSURED:

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF OCCURRENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

This policy is amended as follows:

With respect to Insuring Agreement **B**, The Duties In The Event Of An "Occurrence", Claim Or "Suit" Condition in **Section VI – Conditions**, is amended to include the following provision:

Your failure to give first report of a claim to us will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you will report any such "occurrence" to us within a reasonable time once you become aware of such error.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF OCCURRENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The Duties In The Event Of An "Occurrence", Claim Or "Suit" Condition in **Section VI – Conditions**, is amended to include the following provision:

Your failure to give first report of a claim to us will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you will report any such "occurrence" to us within a reasonable time once you become aware of such error.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF OCCURRENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The Duties In The Event Of An "Occurrence", Claim Or "Suit" Condition in **Section V – Conditions**, is amended to include the following provision:

Your failure to give first report of a claim to us will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you will report any such "occurrence" to us within a reasonable time once you become aware of such error.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – CONTRACTUAL AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

This policy is amended as follows:

The Other Insurance Condition in **Section V – Conditions** is deleted in its entirety and replaced with the following:

Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the “other insurance”. However, this provision will not apply if:

1. The “other insurance” is specifically written to be excess of this policy; or
2. You have agreed in a written contract or agreement that this policy will apply before any other valid and collectible insurance. However, such agreement will be subject to the provisions of the final paragraph of the Supplementary Payments section in **Section I – Coverage (3. Defense and Supplementary Payments)**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETAINED LIMIT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

Solely with respect to **Insuring Agreement B – Commercial Umbrella Liability Insurance – Excess Over “Self-Insured Retention”** this policy is amended as follows:

Solely as respects coverages listed in the Schedule of Retained Limits, the following shall apply:

1. Item 4 of the Declarations, “Self-Insured Retention”, is deleted in its entirety.
2. Paragraph 3. of **Section III – Limits Of Insurance** and the final paragraph of the Supplementary Payments Section under **Section II – Defense And Supplementary Payments** are deleted in their entireties and replaced by the following:
 3. **Insuring Agreement B – Commercial Umbrella Liability Insurance Aggregate Limit**
 - a. The General Aggregate Limit is the most we will pay for all damages covered under this policy except:
 - (1) Damages included within the “products-completed operations hazard”; and
 - (2) Damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “occurrence” and resulting from the ownership, maintenance or use of an “auto”.
 - b. If the total applicable “retained limit(s)” listed in the Schedule of Retained Limits are reduced or exhausted by payment of Loss to which this policy applies, we will:
 - (1) In the event of reduction, pay in excess of the remaining underlying “retained limits”; or
 - (2) In the event of exhaustion of the underlying “retained limits”, continue in force as underlying insurance.
 - c. “Defense expenses” will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if the amount of applicable “retained limit” over which this policy applies immediately in excess is specifically designated in the Schedule of Retained Limits as including “defense expenses”, then solely with respect to coverage afforded by this policy that is subject to such “retained limit”, such “defense expenses” will reduce the applicable Limits of Insurance of this policy.
 - d. We will not make any payment under this policy unless and until the total applicable “retained limit(s)” and any applicable “other insurance” have been exhausted by the payment of “loss” to which this policy applies.

When the amount of “loss” has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the “Insured” the amount of such “loss” falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the “Insured” and the claimant or the claimant’s legal representative.
3. **Section II – Defense And Supplementary Payments**, paragraph 2. is deleted in its entirety and replaced by the following:
 2. **Insuring Agreement B – Commercial Umbrella Liability Insurance – Excess Over “Self-Insured Retention”**

We will have the right and duty to defend any “suit” against the “insured” that seeks damages for “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy, even if the “suit” is

groundless, false or fraudulent when the applicable limits listed in the Schedule of Retained Limits have been exhausted by payment of "loss" to which this policy applies.

4. Paragraphs B.8. and B.11. of **Section IV – Exclusions** are deleted in their entireties, unless amended by separate endorsement to provide otherwise.

5. Paragraph A.10. of **Section IV – Exclusions** is amended as follows:

The clause under paragraph a. "However, the following exceptions to this exclusion apply to the extent that such coverage is provided by "underlying insurance" or would have been provided but for the exhaustion of the applicable limits of "underlying insurance" by the payment of "loss" covered by this policy; provided however, that coverage provided by this policy will be no broader than coverage provided by "underlying Insurance" is deleted in its entirety and replaced by the following:

"However, this exclusion will not apply as described in subparagraphs (1) through (7) below:

provided, however, that the above amendments to **Section IV – Exclusions**, paragraph A.10., do not apply if a separate endorsement attached to this policy deletes and replaces **Section IV – Exclusions**, paragraph A.10.

6. Paragraph B. of **Section V – Who Is An Insured** is amended as follows:

- a. The phrase "Notwithstanding any of the above:" and subparagraphs 1. and 2. appearing thereunder at the end of paragraph B. are deleted in their entireties and replaced by the following:

Notwithstanding any of the above provisions under paragraph B., no person or organization is an "insured" with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a "Named Insured" in Item 1. of the Declarations.

- b. Paragraph B.2. is amended to include the following additional provision:

Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy is also an "insured", but only with respect to liability arising out of your operations, including "your work" and "your product", or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- 1) The coverages and Limits of Insurance of this policy, or
- 2) The coverage and Limits of Insurance required by said written contract or written agreement.

However, no such person or organization is an "insured" by virtue of the above provision if such person or organization is a partnership, joint venture or limited liability company of which the "Named Insured" is a partner or member, or is a partner or member of such partnership, joint venture or limited liability company.

7. **Section VII – Definitions** is amended to include the following additional definitions:

"Defense expenses" means payment(s) allocated to the investigation, settlement or defense of a specific loss, claim or "suit", including but not limited to:

- a. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
- b. Premiums on bonds to release attachments;
- c. Premiums on appeal bonds required by law to appeal any claim or "suit";
- d. Court costs taxed against the "Insured" in any "suit";
- e. Pre-judgment interest awarded against the "Insured"; and
- f. Interest that accrues after entry of judgment.

"Loss" means those sums actually paid as judgments or settlements, provided, however, that if the applicable "retained limit" is specifically designated in the Schedule of Retained Limits as including "defense expenses", then "loss" shall include "defense expenses".

8. Subparagraph a. under paragraph 6. of **Section VII – Definitions** is deleted and replaced by the following:

- a. Damages covered by this policy that are in excess of the “retained limit”; and

9. Paragraph 21. of **Section VII – Definitions** is deleted in its entirety and replaced by the following:

21. “Named Insured” means:

- a. Any person or organization designated in Item 1. of the Declarations.
- b. As of the inception date of this policy, any organization in which you maintain an interest of more than fifty percent (50%), provided that coverage provided to such organization under this paragraph does not apply to any “bodily injury” or “property damage” that occurred or any “personal and advertising injury” that was caused by an offense that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
- c. After the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the “policy period” in which you maintain an interest of more than fifty percent (50%), provided that:
 - (1) Coverage provided to such organization under this paragraph does not apply to any “bodily injury” or “property damage” that occurred or any “personal and advertising injury” that was caused by an offense that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
 - (2) You give us prompt notice after you acquire or form such organization.

Subject to the provisions of paragraphs c.(1) and c.(2) above, a partnership, joint venture or limited liability company that you acquire or form during the “policy period” may be added as an “insured” only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the “policy period”.

10. Paragraph 31. of **Section VII – Definitions** is deleted in its entirety and replaced by the following:

31. “Retained limit” means the applicable limit(s) listed in the Schedule of Retained Limits.

The “retained limit(s)” listed in the Schedule of Retained Limits will apply whether or not there is any available “underlying insurance” or “other insurance”. If there is “underlying insurance” or “other insurance” applicable to a “loss”, amounts received through such “underlying insurance” or “other insurance” for payment of the “loss” may be applied to reduce or exhaust the “retained limit”. Furthermore:

- a. If the applicable “retained limit” is specifically designated in the Schedule of Retained Limits as including “defense expenses”, then amount received through “underlying insurance” or “other insurance” providing coverage to the “Insured” for the payment of “defense expenses” shall reduce the “retained limit”.
- b. If the applicable “retained limits” is not specifically designated in the Schedule of Retained Limits as including “defense expenses” then amounts received through “underlying insurance” or “other insurance” providing coverage to the “Insured” for the payment of “defense expenses” shall not reduce the “retained limit”.

11. The Appeals Condition in **Section VI – Conditions**, is deleted in its entirety and replaced by the following:

Appeals

If the “Insured” or the “Insured’s” underlying insurers do not appeal a judgment in excess of the total applicable “retained limit(s)”, we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

12. The Bankruptcy Or Insolvency Condition in **Section VI – Conditions**, is deleted in its entirety and replaced by the following:

Bankruptcy Or Insolvency

Your bankruptcy, insolvency or inability to pay of the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of “loss” covered by this policy. But under no circumstance will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation within a “retained limit”.

13. If another endorsement attached to this policy states specifically that the provisions therein supersede any other terms, definitions, conditions, and exclusions of any language in this policy or its endorsements, then the provisions of such other endorsement apply irrespective of anything to the contrary in the provisions of this endorsement. In all other cases, the provisions of this endorsement apply notwithstanding anything to the contrary in the other terms, definitions, conditions, and exclusions terms and conditions of this policy.

Schedule of Retained Limits

Coverage(s)	Retained Limit(s)	
GENERAL LIABILITY	\$ \$ \$	Each Occurrence General Aggregate Products Completed Ops Aggregate. Defense Expenses are in addition to the limit.
AUTO LIABILITY (HIRED NON OWNED)	\$	COMBINED SINGLE LIMIT Defense Expenses are in addition to the limit.
EMPLOYERS LIABILITY	\$ \$ \$	BODILY INJURY BY ACCIDENT BODILY INJURY BY DISEASE (EACH EMPLOYEE) BODILY INJURY BY DISEASE (POLICY LIMITS) Defense Expenses are in addition to the limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIOLATION OF ECONOMIC OR TRADE SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION V – CONDITIONS, I. Violation of Economic or Trade Sanctions is deleted in its entirety.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED – REAL ESTATE ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

If, during the policy period, you form an organization that performs “real estate operations”, real estate investments or management of real estate, then with respect to such organization only, **SECTION IV – WHO IS AN INSURED** is amended to include the following:

1. Any organization you newly form, including a partnership, joint venture or limited liability company, regardless of whether or not you have an ownership interest. However:
 - a. The organization is an insured only if and only to the extent that, at the time the organization was formed, you became obligated, by virtue of a written agreement, to provide insurance under this policy to the newly formed organization;
 - b. The organization is an insured only if the property location that is the subject of the “real estate operations”, real estate investment or management of real estate has been declared to us in writing in a timely manner not to exceed 180 days following formation of the organization;
 - c. This insurance does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization;
 - d. This insurance does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization; and
 - e. We reserve the right to charge an additional premium if such organization qualifies as an “insured.”

The following definition is added to the policy:

“Real estate operations” means ownership, management or maintenance of the premises, and operations on the premises or elsewhere which are necessary or incidental to the ownership, management or maintenance of the premises.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE INSIDE THE LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

With respect to all Coverages, the policy is amended as follows:

- I. Section **II – DEFENSE AND SUPPLEMENTARY PAYMENTS** is amended to provide that any defense expenses and other Supplementary Payments we pay are not in addition to the applicable limit of insurance, but are included in and will erode the applicable limits of insurance.
- II. Section **III – LIMITS OF INSURANCE** is amended to provide that all references to damages are amended to include defense expenses and other Supplementary Payments for the purpose of determining erosion of the limits of insurance of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE INSIDE THE LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

With respect to all Coverages, the policy is amended as follows:

- I. **Section I – COVERAGE, PARAGRAPH 3. DEFENSE AND SUPPLEMENTARY PAYMENTS** is amended to provide that any defense expenses and other Supplementary Payments we pay are not in addition to the applicable limit of insurance, but are included in and will erode the applicable limits of insurance.
- II. **Section II – LIMITS OF INSURANCE & “SELF-INSURED RETENTION”** is amended to provide that all references to damages are amended to include defense expenses and other Supplementary Payments for the purpose of determining erosion of the limits of insurance of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS LEGAL LIABILITY AMENDATORY ENDORSEMENT (INSURING AGREEMENT A)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

I. **SECTION IV – EXCLUSIONS** is amended to include the following:

With respect to **Insuring Agreement A** only, this insurance does not apply to “property damage” to personal property in the care, custody or control of the “insured”.

However, if coverage for “property damage” to an “auto” while such “auto” is on the “insured’s” premises or in any other way in the care, custody or control of the “insured”, is provided by the scheduled “underlying insurance”:

- a. This exclusion will not apply; and
- b. The insurance provided by this policy will not be broader than the insurance coverage provided by such policy of “underlying insurance”. Any conditions or exclusions in such policy of “underlying insurance” that limit or restrict the insurance coverage provided thereunder shall also limit and restrict the coverage provided under this policy.

II. **Exclusion 5. d.** under **SECTION IV – EXCLUSIONS (B.)** is deleted and replaced with the following:

- d. Personal property in the care, custody or control of the “insured”.

However, if coverage for “property damage” to an “auto” while such “auto” is on the “insured’s” premises or in any other way in the care, custody or control of the “insured”, is provided by scheduled “underlying insurance”:

- a. This care, custody or control exclusion will not apply; and
- b. The insurance provided by this policy will not be broader than the insurance coverage provided by such policy of “underlying insurance”. Any conditions or exclusions in such policy of “underlying insurance” that limit or restrict the insurance coverage provided thereunder shall also limit and restrict the coverage provided under this policy.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS LEGAL LIABILITY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

Exclusion 6.d. in **SECTION III – EXCLUSIONS** is deleted and replaced with the following:

- d. Personal property in the care, custody or control of the “insured”.

However, if coverage for “property damage” to an “auto” while such “auto” is on the “insured’s” premises or in any other way in the care, custody or control of the “insured”, is provided by scheduled “underlying insurance”:

- a. This care, custody or control exclusion will not apply; and
- b. The insurance provided by this policy will not be broader than the insurance coverage provided by such policy of “underlying insurance”. Any conditions or exclusions in such policy of “underlying insurance” that limit or restrict the insurance coverage provided thereunder shall also limit and restrict the coverage provided under this policy.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF OCCURRENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Section **V – CONDITIONS**, Paragraph **H. Duties in the Event of an Occurrence, Claim or Suit** is amended to include the following additional provision:

Notwithstanding any provision(s) in this policy to the contrary, and solely as respects any loss reporting requirements under this policy, it is understood that knowledge of "occurrence" by the agent, servant, or "employee" of the "insured" or any other person shall not in itself constitute knowledge by the "insured" unless the [] received notice from said agent, servant, employee or any other person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS TRAVEL ACCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limits Of Insurance (Excess)	Limits Of Insurance (Umbrella)
a. EMERGENCY MEDICAL REPATRIATION	\$	\$
Per "Insured Person":	\$	\$
Policy Limit:	\$	\$
Repatriation of Remains:	\$	\$
b. EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE	\$	\$
Per "bodily injury" or sickness:	\$	\$
Deductible:	\$	\$
c. EMERGENCY POLITICAL REPATRIATION	\$	\$
Per "Insured Person" per Loss:	\$	\$
d. ACCIDENTAL DEATH AND DISMEMBERMENT	\$	\$
Principal Sum per "Insured Person":	\$	\$
Accidental Death and Dismemberment for any one accident for all "Insured Persons":	\$	\$
"Insured Persons":		

A. For the purposes of the coverage provided by this endorsement, the following applies:

SECTION I – COVERAGES

1. Insuring Agreement A – Follow Form Excess Liability Insurance

We will pay on your behalf or reimburse you those sums to which this insurance applies only if covered by "underlying insurance" and incurred during the policy period. The coverage provided by this insurance is in excess of the total applicable limits of "underlying insurance" and subject to the applicable Limits Of Insurance shown in the Schedule above. This insurance will follow the terms and conditions of "underlying insurance". The coverage provided by this insurance will not be broader than the insurance coverage provided by the "underlying insurance". Any exclusions, restrictions or limiting terms and conditions applicable to this policy will supersede any broader coverage, terms and conditions provided by the applicable "underlying insurance".

2. Insuring Agreement B – Commercial Umbrella Liability Insurance

The following Insuring Agreements apply if coverage is not provided by "underlying insurance" or the limits of insurance for "underlying insurance" have been exhausted.

a. Emergency Medical Repatriation

- (1) In excess of the "retained limit" and subject to the applicable Limits Of Insurance shown in the Schedule above and the conditions and exclusions stated below, we will pay on your behalf or reimburse you for, emergency repatriation or evacuation transportation expenses made necessary due to "bodily injury" by accident, illness, or disease including "endemic disease", to your injured, sick or deceased "insured persons" indicated as covered in the Schedule above while traveling outside of their country of domicile during "temporary business travel". This includes emergency repatriation or evacuation expenses associated with spouse and children who are accompanying the covered "insured person" during "temporary business travel" outside of the country of domicile. The emergency repatriation or evacuation expenses for accompanying spouse or children are subject to the cost of economy class airfare and an incidental expense maximum of \$300 per day and \$5,000 maximum for any one occurrence.
- (2) The repatriation or evacuation must be necessary in the opinion of our approved "medical assistance service" or certified by a physician as medically necessary due to the severity or nature of the "bodily injury".
- (3) The repatriation or evacuation will be from the country where the injury, death, or disease occurred to the destination determined by our approved "medical assistance service" where appropriate treatment can be obtained. If needed due to the seriousness of the sickness or injury, this may include an interim country for preliminary treatment or evaluation in route to the final destination which would be the home country of the "insured person". All repatriation or evacuation must be arranged and authorized in advance by our "medical assistance service" provider.
- (4) We will also pay, subject to the applicable Limits of Insurance, the following repatriation of remains expenses related to the death of your covered "insured person":
 - (a) The cost of embalming or cremation to meet "United States" or other applicable health standards; and
 - (b) All reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

b. Emergency Accident And Sickness Medical Expense

- (1) In excess of the "retained limit" and subject to the applicable Limits of Insurance shown in the Schedule above and the conditions and exclusions stated below, we will pay the "reasonable and customary" charges, subject to any deductible, for covered emergency medical expenses incurred for an "insured person" indicated as covered in the Schedule above. The emergency medical expenses must be for "bodily injury" or sickness sustained solely and directly as a result of an identifiable physical injury or sickness caused by an accident or manifested during an "insured journey" and are not due to a "pre-existing condition" other than as provided in the definition of "pre-existing condition". All covered medical expenses must be incurred within 365 days from the date of the "bodily injury" or sickness.
- (2) Covered Medical Expenses include the "reasonable and customary" expenses incurred by the covered "insured person" for services and supplies which are recommended by the attending physician or our "medical assistance service" provider including but not limited to:
 - (a) The services of a physician or other certified or licensed medical specialists;
 - (b) Hospital confinement and use of operating room;
 - (c) Anesthetics, x-ray examinations and other laboratory tests as prescribed;
 - (d) Ground ambulance service;
 - (e) Drugs, medicines and therapeutic services and supplies;
 - (f) Dental treatments resulting from accidental injury sustained to sound natural teeth subject to a maximum of \$500 per tooth and an annual aggregate per person of \$3,500; and
 - (g) Hotel room charges, subject to a maximum of \$100 per day and \$5,000 per any one occurrence, when quarantined by a duly qualified physician due to either unavailability of a hospital room due to lack of capacity or distance, or to other circumstances beyond the control of the covered "insured person".

c. Emergency Political Repatriation

In excess of the “retained limit” and subject to the applicable Limits of Insurance shown on the Schedule above and the conditions and exclusions stated below, we will reimburse you or your “insured person” for an insured “emergency political repatriation” loss that you incur arising from an “emergency political repatriation” caused by an “insured event”.

- (1) An “emergency political repatriation” loss includes the following expenses:
 - (a) Transportation costs for transportation of the “insured person” arranged by our “medical assistance service” provider to the “insured person’s” resident country. If, due to the extent of the emergency situation, the nearest place of safety outside the country where the “insured event” takes place may also be utilized;
 - (b) Reasonable accommodation costs up to \$100 per day incurred by you or your “insured person”, for a maximum of seven days during the period of the “insured event”; and
 - (c) Economy class transportation costs incurred by you or your “insured person” on any licensed common carrier from a published timetable for “emergency political repatriation” of the “insured person”.
- (2) An “emergency political repatriation” loss does not include any of the following expenses:
 - (a) Costs, fees or expenses incurred by you or your “insured person” for “emergency political repatriation” as a result of a violation by you or your “insured person” of the laws or regulations of the country in which the “insured event” takes place;
 - (b) Costs, fees or expenses incurred by you or your “insured person” for “emergency political repatriation” as a result of the failure of you or your “insured person” to properly procure or maintain any visas, permits or other documentation in the country in which the “insured event” takes place;
 - (c) Costs, fees, or expenses incurred by you or your “insured person” for “emergency political repatriation” due to a debt, insolvency, commercial failure, property repossession, failure to honor any contractual obligation, bond, license condition, or other financial or legal cause in the country in which the “insured event” takes place;
 - (d) Costs, fees or expenses for “emergency political repatriation” by a “local national” “employee” of the country in which the “insured event” takes place;
 - (e) Costs, fees or expenses for “emergency political repatriation” caused by or arising out of natural disasters including, but not limited to earthquake, flood, fire, volcanic eruption or windstorm; or
 - (f) Costs, fees, or expenses arising out of any nuclear assembly, nuclear components, combustion of nuclear fuel, or contamination by radioactivity.

d. Accidental Death And Dismemberment

- (1) In excess of the “retained limit” and subject to the applicable Limits of Insurance shown in the Schedule above and the conditions and exclusions stated below, we will pay the following limits, on your behalf or reimburse you, for loss to an “insured person” covered in the Schedule above resulting from accidental “bodily injury” which is sustained during the term of this policy. The principal sum per “insured person” is the amount specified in the Schedule above. The aggregate limit is the total for any one accident for all “insured persons”. Member shall mean a hand, foot, or eye. The loss of a member shall be the actual severance through or above wrist joints, ankle joints, or joints between the fingers and the hand, or with respect of eyes or hearing, the entire and irrecoverable loss of sight or hearing. The limit for loss of life will also be paid if the body of an “insured person” cannot be located within one year if the “insured person” was a passenger on a conveyance that wrecked.
- (2) If within one year from the date of accident, such injuries shall result in death or dismemberment of the covered “insured person”, we will pay the following:
 - (a) Loss of Life or Two or More Members – Principal Sum.
 - (b) Loss of Speech and Hearing – Principal Sum.
 - (c) Loss of Speech or Hearing or One Member – One Half of Principal Sum.
 - (d) Loss of Thumb and Index Finger from Same Hand – One Fourth of Principal Sum.

- (3) Only one amount, the larger applicable amount, shall be payable for all such losses covered under this policy resulting from one accident. For example, if 100% of the principal sum is paid due to loss of life, then no other payments would be made.

3. Exclusions

This insurance does not cover any loss, fatal or non-fatal, caused by or resulting from:

- a. Participation in contests of speed using a motorized vehicle or bicycle;
- b. Routine physicals, lab work, or other examinations including well child care where there is no "bodily injury" or sickness occurring during the "temporary business travel";
- c. Participation in any professional, semi-professional or interscholastic team sports;
- d. Any accident, "bodily injury" or sickness occurring outside of the "coverage territory";
- e. Expenses incurred for weak, strained or flat feet, including corns or calluses; diagnosis and treatment of acne; deviated septum; or congenital conditions;
- f. Any injury caused by or resulting from the covered "insured person" being under the influence of drugs, alcohol or other intoxicants unless prescribed by a physician and taken as prescribed;
- g. Intentionally self-inflicted injuries, suicide or any attempt to commit suicide whether sane or insane;
- h. Service in the military, naval or air service of any country;
- i. Organ transplants;
- j. Operating or learning to operate any aircraft or performing duties as a member of the crew on any aircraft;
- k. Eyeglasses, contact lenses, or hearing aids, unless injury or sickness has caused the impairment of vision or hearing;
- l. Any expenses covered under workers' compensation or other similar governmental "employee" protection programs;
- m. Services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved and certified as medically necessary by a physician;
- n. Admission to a hospital for the treatment of drug addiction, alcoholism, Acquired Immune Deficiency Syndrome, any mental disorder, circumcision, vaccination, inoculation, change of life treatments, cosmetic surgeries, elective surgeries, plastic surgeries, or aseptic treatments of any description unless necessitated as a result of an injury caused by an accident which occurs during the policy term;
- o. Participation in any of the following hazardous activities: skydiving, parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, caving, zip-lining or motorcycle riding;
- p. Declared or undeclared "war", "terrorism" or any participation in a riot, civil commotion, invasion, insurrection, revolution, or police action;
- q. Treatment provided in a government hospital or clinic or services for which no charge is normally made; or
- r. Expenses which are not exclusively medical in nature.
- s. Participation in an actual or attempted felony;
- t. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices;
- u. Any expenses incurred in a home country of domicile or upon return to the territorial limits of the country of domicile;

SECTION II – GENERAL CONDITIONS

1. Arbitration

Should any dispute arise between you and us under this Endorsement, the matter in dispute shall be referred to three persons in the state of your domicile, one to be appointed by each of the parties hereto, and the third by the two so chosen who shall act as umpire. Should either you or we fail to appoint an arbitrator or should the two arbitrators so chosen fail to agree on a third arbitrator, then the parties to the arbitration shall apply to the appropriate federal or state court having jurisdiction for the appointment of such arbitrator. The decision of the arbitrators, or that of any two of them, shall be final and for the purpose of enforcing any award, which shall be subject to the maximum limit of liability as stated in the Schedule above, their decision may be made a rule of the court.

2. Disclaimer Of Liability

- a. We assume no responsibility for any medical advice or legal counsel given by any medical professional or attorney. You shall not have any legal recourse against the “medical assistance service” by reason of its suggestion to use a specific medical professional or attorney or due to any medical or legal diagnosis, treatment or advice.
- b. An “insured person” is responsible for the cost of services arranged by the “medical assistance service” on behalf of such “insured person” to the extent the cost of services is not covered by insurance. For services for which insurance coverage may be available, the “medical assistance service” will seek payment for cost of services from any other insurance available to the “insured person”.
- c. The “medical assistance service” will make every reasonable effort to facilitate payment including but not limited to translating medical bills and providing medical service codes required by insurers. If at the time service is rendered, the “medical assistance service” is not able to confirm applicable insurance, or the “medical assistance service” believes the service is unlikely to be wholly or partly covered by insurance, the “medical assistance service” may ask the “insured person” to authorize charges to credit cards of the “insured person” or otherwise to obtain funds to cover necessary services.

3. Fraudulent Claims

If the claim were in any respect fraudulent or if any fraudulent means or devices be used by you or the “insured person” or anyone acting on your or their behalf to obtain any benefit under this Endorsement, all benefits in respect of such claim shall be forfeited.

4. Payment Of Claims

With respect to losses suffered by “insured persons” whose permanent, current place of primary residence is outside of the United States of America, we will pay any benefits that may become payable under this policy to you, who:

- a. Will hold such payment in trust for the sole use and benefit of the “insured person” or his or her beneficiary or other person to whom such benefits are payable (the Payee);
- b. Will transmit such payment to such Payee in accordance with the Time of Payment of Claims, and Beneficiary Designation provisions of the General Conditions of this Endorsement;
- c. Agrees that any such payment made by us to you constitutes a full discharge of our liability with respect to the claim for which payment is made;
- d. Will alone assume full responsibility for the proper application or distribution of such payment;
- e. Will indemnify, defend and hold us harmless for any claims, demands, judgments, losses, costs, expenses, liabilities and damages whatsoever, including interest, penalties and legal fees, arising from or relating in any way to such payment or to the amount, application or distribution thereof; and
- f. With respect to any application or disbursement of such payment in foreign currency, will use the foreign exchange rate in effect at your bank on the date the benefits become payable to convert “United States” dollar-denominated currency into foreign currency.

5. Notice Of Claim

A written Notice of Claim must be given to us within thirty (30) days after the occurrence or commencement of any loss covered by this Endorsement, or as soon as is reasonably possible. Notice given by or on behalf of the claimant to our Administrative Offices set forth in the Declarations or any authorized agent with information sufficient to identify the “insured person” shall be deemed notice to us.

6. Time Of Payment Of Claims

Amounts payable under this Endorsement for any loss, other than loss for which this Endorsement provides any periodic payment, will be paid once we are in receipt of due written Proof(s) of Loss and such loss has been accepted by us. Subject to due written Proof of Loss, all accrued amounts for loss for which this Endorsement provides periodic payment will be paid at the expiration of each four (4) week period during the continuance of the period for which we are liable, and any balance remaining unpaid upon the termination of liability will be paid once we are in receipt of due written proof.

7. Claims Forms

We will, upon receipt of a Notice of Claim, furnish to the claimant such forms as are usually furnished by us for filing Proof(s) of Loss. If we do not furnish such forms within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Endorsement as to Proof(s) of Loss upon the claimant having submitted, within the time fixed in this Endorsement for filing Proof(s) of Loss, written proof covering the occurrence, the character and the extent of the loss for which a claim is being made.

8. Proof(s) Of Loss Written

Proof of Loss must be furnished to us at our Administrative Offices set forth in the Declarations in case of claim for loss for which this Endorsement provides any periodic payment. Proof(s) of Loss must be furnished within ninety (90) days after the termination of the period for which we are liable, and in case of a claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within these timeframes shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

9. Physical Examination And Autopsy

We, at our own expense, shall have the right and opportunity to examine the person of any individual whose "injury" or "sickness" is the basis of claim when and as often as we may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

10. Beneficiary Designation

The "insured person's" designated beneficiary for loss of life, dismemberment, loss of sight or hearing is you on behalf of the "insured person".

11. Effective Date And Termination Dates Of Individual Insurance

- a. The persons eligible for inclusion as "insured person" hereunder shall be all eligible persons denoted in the Schedule above. Commencing on the date any such eligible person comes within any classification established therein, such person shall automatically become an "insured person" with respect to such insurance as is afforded by this Endorsement as applicable to such person's classification.
- b. Any change in the insurance afforded to an "insured person", which results from a change of class of such "insured person", shall become effective on the date such "insured person's" classification changes, provided that, if such "insured person" is absent from active full-time work because of "injury" or "sickness" on the date such changes in coverage would otherwise become effective, such change in coverage shall become effective upon the date such "insured person" returns to active full-time work.
- c. Coverage with respect to any "insured person" within a classification shall immediately terminate on the expiration of the Policy Term or at the time such person ceases to come within any such classification, whichever is earlier; provided however, that such termination shall be without prejudice to any claim originating prior thereto.

12. Office Of Foreign Assets Control

Payment of loss under this policy shall only be made in full compliance with all embargos, economic or trade sanction laws or regulations applicable to any insured under this policy, to any claimant and/or to the insurer, its parent company or its ultimate controlling entity, including but not limited to sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

- B. For the purposes of the coverage provided by this endorsement, the following **Definitions** apply and supersede any other definition to the contrary:

SECTION III – DEFINITIONS

1. "Bodily injury" means any physical injury, sickness, or disease sustained by a person including any "endemic disease" including death resulting therefrom.
2. "Coverage territory" means anywhere in the world, including international waters or airspace.
3. "Employee" means any of the following:
 - a. "Local national" or "third country national" that is hired by you to work within the "coverage territory";
 - b. "Employee" normally employed in the "United States" while on "temporary business travel" outside of the "United States"; and
 - c. Any person who is employed directly by you, receives "remuneration" directly from you, and is subject to your control.
4. "Emergency political repatriation" means a repatriation that is not medical in nature and arises from any of the following:
 - a. Governmental officials of the "insured person's" home country issuing recommendations or advisories that categories of persons which include "insured persons" should leave the country;
 - b. The written declaration by governmental officials that the "insured person" is being expelled or is declared "persona non grata"; or
 - c. The complete seizure, confiscation or expropriation of your property, plant or equipment by recognized governmental officials of the country in which the "insured person" is located.
5. "Endemic disease" means any disease which is:
 - a. Infectious and generally recognized as a public health hazard;
 - b. Restricted or peculiar to a locality or region; and
 - c. Not a disease caused or aggravated by the conditions of your employment.
6. "Insured event" means the event or action that caused an "emergency political repatriation".
7. "Insured journey" means travel undertaken on behalf of your business and authorized by you provided that the destination is beyond the territorial limits of the "insured person's" country of citizenship or residence and within the "coverage territory". "Insured journey" includes up to 14 days of adjacent or interval personal travel by an "insured person" in the course of an "insured journey".
8. "Insured person" means "employees", volunteers, temporary or leased workers and independent contractors where you have specified coverage by written contract, and any other person specifically designated as an "insured person". If not specifically designated or described, no other person qualifies as an "insured person".
9. "Local national" means an "employee" who is hired by you to work within his or her country of citizenship or permanent residence and whose usual workplace is located outside the "United States".
10. "Medical assistance service" means the specified assistance services provided by our third party vendor to your "insured persons" while they are on "temporary business travel" or while they are employed by you and working outside of their country of citizenship or permanent residence.
11. "Pre-existing condition" means any condition for which a licensed physician was consulted, or for which treatment or medication was prescribed, or for which manifestations of symptoms would have caused a person to seek medical advice prior to the effective date of coverage under this policy, and during the previous 12 consecutive months beginning on or after the first day of coverage. The policy contains a sub-limit for benefits for a "pre-existing condition" of \$3,000 covered medical expense for each "insured person" for each injury or sickness subject to a \$500 deductible for each "insured person" for each injury or sickness. This limitation does not apply to benefits provided under repatriation or evacuation.
12. "Reasonable and customary" means an expense which is charged for treatment, supplies or medical services medically necessary to treat an "insured person's" condition that does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and does not include charges that would not have been made if no insurance existed.

13. "Temporary business travel" means a trip taken for business purposes by a member of the group of "insured persons" described as covered in the Schedule above which is outside of the "insured person's" country of citizenship or residence and undertaken on your behalf. This includes up to 14 days of adjacent or interval personal travel and for "third country national" "employees" or "local national" "employees", and includes short term trips to the "United States".
14. "Terrorism" means activities against persons, organizations or property of any nature:
- a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- "Terrorism" also includes an act which is verified or recognized by the United States Government as an act of "terrorism".
15. "Third country national" means an "employee" who is not a citizen or permanent resident of the "United States" or the country in which he or she is working.
16. "United States" means the United States of America including its territories and possessions and Puerto Rico.
17. "War" means declared or undeclared warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS TRAVEL ACCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limits Of Insurance
a. EMERGENCY MEDICAL REPATRIATION	\$
Per "Insured Person":	\$
Policy Limit:	\$
Repatriation of Remains:	\$
b. EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE	\$
Per "bodily injury" or sickness:	\$
Deductible:	\$
c. EMERGENCY POLITICAL REPATRIATION	\$
Per "Insured Person" per Loss:	\$
d. ACCIDENTAL DEATH AND DISMEMBERMENT	\$
Principal Sum per "Insured Person":	\$
Accidental Death and Dismemberment for any one accident for all "Insured Persons":	\$
"Insured Persons":	

A. For the purposes of the coverage provided by this endorsement, the following applies:

SECTION I – COVERAGES

1. Insuring Agreements

The following Insuring Agreements apply if coverage is not provided by "underlying insurance" or the limits of insurance for "underlying insurance" have been exhausted.

a. Emergency Medical Repatriation

- (1)** In excess of the "retained limit" and subject to the applicable Limits Of Insurance shown in the Schedule above and the conditions and exclusions stated below, we will pay on your behalf or reimburse you for, emergency repatriation or evacuation transportation expenses made necessary due to "bodily injury" by accident, illness, or disease including "endemic disease", to your injured, sick or deceased "insured persons" indicated as covered in the Schedule above while traveling outside of their country of domicile during "temporary business travel". This includes emergency repatriation or evacuation expenses associated with spouse and children who are accompanying the covered "insured person" during "temporary business travel" outside of the country of domicile. The emergency repatriation or evacuation expenses for accompanying spouse or children are subject to the cost of economy class airfare and an incidental expense maximum of \$300 per day and \$5,000 maximum for any one occurrence.
- (2)** The repatriation or evacuation must be necessary in the opinion of our approved "medical assistance service" or certified by a physician as medically necessary due to the severity or nature of the "bodily injury".

- (3) The repatriation or evacuation will be from the country where the injury, death, or disease occurred to the destination determined by our approved "medical assistance service" where appropriate treatment can be obtained. If needed due to the seriousness of the sickness or injury, this may include an interim country for preliminary treatment or evaluation in route to the final destination which would be the home country of the "insured person". All repatriation or evacuation must be arranged and authorized in advance by our "medical assistance service" provider.
- (4) We will also pay, subject to the applicable Limits of Insurance, the following repatriation of remains expenses related to the death of your covered "insured person":
 - (a) The cost of embalming or cremation to meet "United States" or other applicable health standards; and
 - (b) All reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

b. Emergency Accident And Sickness Medical Expense

- (1) In excess of the "retained limit" and subject to the applicable Limits of Insurance shown in the Schedule above and the conditions and exclusions stated below, we will pay the "reasonable and customary" charges, subject to any deductible, for covered emergency medical expenses incurred for an "insured person" indicated as covered in the Schedule above. The emergency medical expenses must be for "bodily injury" or sickness sustained solely and directly as a result of an identifiable physical injury or sickness caused by an accident or manifested during an "insured journey" and are not due to a "pre-existing condition" other than as provided in the definition of "pre-existing condition". All covered medical expenses must be incurred within 365 days from the date of the "bodily injury" or sickness.
- (2) Covered Medical Expenses include the "reasonable and customary" expenses incurred by the "insured person" for services and supplies which are recommended by the attending physician or our "medical assistance service" provider including but not limited to:
 - (a) The services of a physician or other certified or licensed medical specialists;
 - (b) Hospital confinement and use of operating room;
 - (c) Anesthetics, x-ray examinations and other laboratory tests as prescribed;
 - (d) Ground ambulance service;
 - (e) Drugs, medicines and therapeutic services and supplies;
 - (f) Dental treatments resulting from accidental injury sustained to sound natural teeth subject to a maximum of \$500 per tooth and an annual aggregate per person of \$3,500; and
 - (g) Hotel room charges, subject to a maximum of \$100 per day and \$5,000 per any one occurrence, when quarantined by a duly qualified physician due to either unavailability of a hospital room due to lack of capacity or distance, or to other circumstances beyond the control of the covered "insured person".

c. Emergency Political Repatriation

In excess of the "retained limit" and subject to the applicable Limits of Insurance shown on the Schedule above and the conditions and exclusions stated below, we will reimburse you or your "insured person" for an insured "emergency political repatriation" loss that you incur arising from an "emergency political repatriation" caused by an "insured event".

- (1) An "emergency political repatriation" loss includes the following expenses:
 - (a) Transportation costs for transportation of the "insured person" arranged by our "medical assistance service" provider to the "insured person's" resident country. If, due to the extent of the emergency situation, the nearest place of safety outside the country where the "insured event" takes place may also be utilized;
 - (b) Reasonable accommodation costs up to \$100 per day incurred by you or your "insured person", for a maximum of seven days during the period of the "insured event"; and
 - (c) Economy class transportation costs incurred by you or your "insured person" on any licensed common carrier from a published timetable for "emergency political repatriation" of the "insured person".
- (2) An "emergency political repatriation" loss does not include any of the following expenses:

- (a) Costs, fees or expenses incurred by you or your "insured person" for "emergency political repatriation" as a result of a violation by you or your "insured person" of the laws or regulations of the country in which the "insured event" takes place;
- (b) Costs, fees or expenses incurred by you or your "insured person" for "emergency political repatriation" as a result of the failure of you or your "insured person" to properly procure or maintain any visas, permits or other documentation in the country in which the "insured event" takes place;
- (c) Costs, fees, or expenses incurred by you or your "insured person" for "emergency political repatriation" due to a debt, insolvency, commercial failure, property repossession, failure to honor any contractual obligation, bond, license condition, or other financial or legal cause in the country in which the "insured event" takes place;
- (d) Costs, fees or expenses for "emergency political repatriation" by a "local national" "employee" of the country in which the "insured event" takes place;
- (e) Costs, fees or expenses for "emergency political repatriation" caused by or arising out of natural disasters including, but not limited to earthquake, flood, fire, volcanic eruption or windstorm; or
- (f) Costs, fees, or expenses arising out of any nuclear assembly, nuclear components, combustion of nuclear fuel, or contamination by radioactivity.

d. Accidental Death And Dismemberment

- (1) In excess of the "retained limit" and subject to the applicable Limits of Insurance shown in the Schedule above and the conditions and exclusions stated below, we will pay the following limits, on your behalf or reimburse you, for loss to an "insured person" covered in the Schedule above resulting from accidental "bodily injury" which is sustained during the term of this policy. The principal sum per "insured person" is the amount specified in the Schedule above. The aggregate limit is the total for any one accident for all "insured persons". Member shall mean a hand, foot, or eye. The loss of a member shall be the actual severance through or above wrist joints, ankle joints, or joints between the fingers and the hand, or with respect of eyes or hearing, the entire and irrecoverable loss of sight or hearing. The limit for loss of life will also be paid if the body of an "insured person" cannot be located within one year if the "insured person" was a passenger on a conveyance that wrecked.
- (2) If within one year from the date of accident, such injuries shall result in death or dismemberment of the covered "insured person", we will pay the following:
 - (a) Loss of Life or Two or More Members – Principal Sum.
 - (b) Loss of Speech and Hearing – Principal Sum.
 - (c) Loss of Speech or Hearing or One Member – One Half of Principal Sum.
 - (d) Loss of Thumb and Index Finger from Same Hand – One Fourth of Principal Sum.
- (3) Only one amount, the larger applicable amount, shall be payable for all such losses covered under this policy resulting from one accident. For example, if 100% of the principal sum is paid due to loss of life, then no other payments would be made.

2. Exclusions

This insurance does not cover any loss, fatal or non-fatal, caused by or resulting from:

- a. Participation in contests of speed using a motorized vehicle or bicycle;
- b. Routine physicals, lab work, or other examinations including well child care where there is no "bodily injury" or sickness occurring during the "temporary business travel";
- c. Participation in any professional, semi-professional or interscholastic team sports;
- d. Any accident, "bodily injury" or sickness occurring outside of the "coverage territory";
- e. Expenses incurred for weak, strained or flat feet, including corns or calluses; diagnosis and treatment of acne; deviated septum; or congenital conditions;
- f. Any injury caused by or resulting from the covered "insured person" being under the influence of drugs, alcohol or other intoxicants unless prescribed by a physician and taken as prescribed;
- g. Intentionally self-inflicted injuries, suicide or any attempt to commit suicide whether sane or insane;
- h. Service in the military, naval or air service of any country;
- i. Organ transplants;

- j. Operating or learning to operate any aircraft or performing duties as a member of the crew on any aircraft;
- k. Eyeglasses, contact lenses, or hearing aids, unless injury or sickness has caused the impairment of vision or hearing;
- l. Any expenses covered under workers' compensation or other similar governmental "employee" protection programs;
- m. Services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved and certified as medically necessary by a physician;
- n. Admission to a hospital for the treatment of drug addiction, alcoholism, Acquired Immune Deficiency Syndrome, any mental disorder, circumcision, vaccination, inoculation, change of life treatments, cosmetic surgeries, elective surgeries, plastic surgeries, or aseptic treatments of any description unless necessitated as a result of an injury caused by an accident which occurs during the policy term;
- o. Participation in any of the following hazardous activities: skydiving, parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, caving, zip-lining or motorcycle riding;
- p. Declared or undeclared "war", "terrorism" or any participation in a riot, civil commotion, invasion, insurrection, revolution, or police action;
- q. Treatment provided in a government hospital or clinic or services for which no charge is normally made; or
- r. Expenses which are not exclusively medical in nature.
- s. Participation in an actual or attempted felony;
- t. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices;
- u. Any expenses incurred in a home country of domicile or upon return to the territorial limits of the country of domicile;

SECTION II – GENERAL CONDITIONS

1. Arbitration

Should any dispute arise between you and us under this Endorsement, the matter in dispute shall be referred to three persons in the state of your domicile, one to be appointed by each of the parties hereto, and the third by the two so chosen who shall act as umpire. Should either you or we fail to appoint an arbitrator or should the two arbitrators so chosen fail to agree on a third arbitrator, then the parties to the arbitration shall apply to the appropriate federal or state court having jurisdiction for the appointment of such arbitrator. The decision of the arbitrators, or that of any two of them, shall be final and for the purpose of enforcing any award, which shall be subject to the maximum limit of liability as stated in the Schedule above, their decision may be made a rule of the court.

2. Disclaimer Of Liability

- a. We assume no responsibility for any medical advice or legal counsel given by any medical professional or attorney. You shall not have any legal recourse against the "medical assistance service" by reason of its suggestion to use a specific medical professional or attorney or due to any medical or legal diagnosis, treatment or advice.
- b. An "insured person" is responsible for the cost of services arranged by the "medical assistance service" on behalf of such "insured person" to the extent the cost of services is not covered by insurance. For services for which insurance coverage may be available, the "medical assistance service" will seek payment for cost of services from any other insurance available to the "insured person".
- c. The "medical assistance service" will make every reasonable effort to facilitate payment including but not limited to translating medical bills and providing medical service codes required by insurers. If at the time service is rendered, the "medical assistance service" is not able to confirm applicable insurance, or the "medical assistance service" believes the service is unlikely to be wholly or partly covered by insurance, the "medical assistance service" may ask the "insured person" to authorize charges to credit cards of the "insured person" or otherwise to obtain funds to cover necessary services.

3. Fraudulent Claims

If the claim were in any respect fraudulent or if any fraudulent means or devices be used by you or the "insured person" or anyone acting on your or their behalf to obtain any benefit under this Endorsement, all benefits in respect of such claim shall be forfeited.

4. Payment Of Claims

With respect to losses suffered by "insured persons" whose permanent, current place of primary residence is outside of the United States of America, we will pay any benefits that may become payable under this policy to you, who:

- a. Will hold such payment in trust for the sole use and benefit of the "insured person" or his or her beneficiary or other person to whom such benefits are payable (the Payee);
- b. Will transmit such payment to such Payee in accordance with the Time of Payment of Claims, and Beneficiary Designation provisions of the General Conditions of this Endorsement;
- c. Agrees that any such payment made by us to you constitutes a full discharge of our liability with respect to the claim for which payment is made;
- d. Will alone assume full responsibility for the proper application or distribution of such payment;
- e. Will indemnify, defend and hold us harmless for any claims, demands, judgments, losses, costs, expenses, liabilities and damages whatsoever, including interest, penalties and legal fees, arising from or relating in any way to such payment or to the amount, application or distribution thereof; and
- f. With respect to any application or disbursement of such payment in foreign currency, will use the foreign exchange rate in effect at your bank on the date the benefits become payable to convert "United States" dollar-denominated currency into foreign currency.

5. Notice Of Claim

A written Notice of Claim must be given to us within thirty (30) days after the occurrence or commencement of any loss covered by this Endorsement, or as soon as is reasonably possible. Notice given by or on behalf of the claimant to our Administrative Offices set forth in the Declarations or any authorized agent with information sufficient to identify the "insured person" shall be deemed notice to us.

6. Time Of Payment Of Claims

Amounts payable under this Endorsement for any loss, other than loss for which this Endorsement provides any periodic payment, will be paid once we are in receipt of due written Proof(s) of Loss and such loss has been accepted by us. Subject to due written Proof of Loss, all accrued amounts for loss for which this Endorsement provides periodic payment will be paid at the expiration of each four (4) week period during the continuance of the period for which we are liable, and any balance remaining unpaid upon the termination of liability will be paid once we are in receipt of due written proof.

7. Claims Forms

We will, upon receipt of a Notice of Claim, furnish to the claimant such forms as are usually furnished by us for filing Proof(s) of Loss. If we do not furnish such forms within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Endorsement as to Proof(s) of Loss upon the claimant having submitted, within the time fixed in this Endorsement for filing Proof(s) of Loss, written proof covering the occurrence, the character and the extent of the loss for which a claim is being made.

8. Proof(s) Of Loss Written

Proof of Loss must be furnished to us at our Administrative Offices set forth in the Declarations in case of claim for loss for which this Endorsement provides any periodic payment. Proof(s) of Loss must be furnished within ninety (90) days after the termination of the period for which we are liable, and in case of a claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within these timeframes shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

9. Physical Examination And Autopsy

We, at our own expense, shall have the right and opportunity to examine the person of any individual whose "injury" or "sickness" is the basis of claim when and as often as we may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

10. Beneficiary Designation

The "insured person's" designated beneficiary for loss of life, dismemberment, loss of sight or hearing is you on behalf of the "insured person".

11. Effective Date And Termination Dates Of Individual Insurance

- a. The persons eligible for inclusion as "insured person" hereunder shall be all eligible persons denoted in the Schedule above. Commencing on the date any such eligible person comes within any classification established therein, such person shall automatically become an "insured person" with respect to such insurance as is afforded by this Endorsement as applicable to such person's classification.
- b. Any change in the insurance afforded to an "insured person", which results from a change of class of such "insured person", shall become effective on the date such "insured person's" classification changes, provided that, if such "insured person" is absent from active full-time work because of "injury" or "sickness" on the date such changes in coverage would otherwise become effective, such change in coverage shall become effective upon the date such "insured person" returns to active full-time work.
- c. Coverage with respect to any "insured person" within a classification shall immediately terminate on the expiration of the Policy Term or at the time such person ceases to come within any such classification, whichever is earlier; provided however, that such termination shall be without prejudice to any claim originating prior thereto.

12. Office Of Foreign Assets Control

Payment of loss under this policy shall only be made in full compliance with all embargos, economic or trade sanction laws or regulations applicable to any insured under this policy, to any claimant and/or to the insurer, its parent company or its ultimate controlling entity, including but not limited to sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

- B. For the purposes of the coverage provided by this endorsement, the following **Definitions** apply and supersede any other definition to the contrary:

SECTION III – DEFINITIONS

1. "Bodily injury" means any physical injury, sickness, or disease sustained by a person including any "endemic disease" including death resulting therefrom.
2. "Coverage territory" means anywhere in the world, including international waters or airspace.
3. "Employee" means any of the following:
 - a. "Local national" or "third country national" that is hired by you to work within the "coverage territory";
 - b. "Employee" normally employed in the "United States" while on "temporary business travel" outside of the "United States"; and
 - c. Any person who is employed directly by you, receives "remuneration" directly from you, and is subject to your control.
4. "Emergency political repatriation" means a repatriation that is not medical in nature and arises from any of the following:
 - a. Governmental officials of the "insured person's" home country issuing recommendations or advisories that categories of persons which include "insured persons" should leave the country;
 - b. The written declaration by governmental officials that the "insured person" is being expelled or is declared "persona non grata"; or
 - c. The complete seizure, confiscation or expropriation of your property, plant or equipment by recognized governmental officials of the country in which the "insured person" is located.
5. "Endemic disease" means any disease which is:
 - a. Infectious and generally recognized as a public health hazard;
 - b. Restricted or peculiar to a locality or region; and
 - c. Not a disease caused or aggravated by the conditions of your employment.
6. "Insured event" means the event or action that caused an "emergency political repatriation".

7. "Insured journey" means travel undertaken on behalf of your business and authorized by you provided that the destination is beyond the territorial limits of the "insured person's" country of citizenship or residence and within the "coverage territory". "Insured journey" includes up to 14 days of adjacent or interval personal travel by an "insured person" in the course of an "insured journey".
8. "Insured person" means "employees", volunteers, temporary or leased workers and independent contractors where you have specified coverage by written contract, and any other person specifically designated as an "insured person". If not specifically designated or described, no other person qualifies as an "insured person".
9. "Local national" means an "employee" who is hired by you to work within his or her country of citizenship or permanent residence and whose usual workplace is located outside the "United States".
10. "Medical assistance service" means the specified assistance services provided by our third party vendor to your "insured persons" while they are on "temporary business travel" or while they are employed by you and working outside of their country of citizenship or permanent residence.
11. "Pre-existing condition" means any condition for which a licensed physician was consulted, or for which treatment or medication was prescribed, or for which manifestations of symptoms would have caused a person to seek medical advice prior to the effective date of coverage under this policy, and during the previous 12 consecutive months beginning on or after the first day of coverage. The policy contains a sub-limit for benefits for a "pre-existing condition" of \$3,000 covered medical expense for each "insured person" for each injury or sickness subject to a \$500 deductible for each "insured person" for each injury or sickness. This limitation does not apply to benefits provided under repatriation or evacuation.
12. "Reasonable and customary" means an expense which is charged for treatment, supplies or medical services medically necessary to treat an "insured person's" condition that does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and does not include charges that would not have been made if no insurance existed.
13. "Temporary business travel" means a trip taken for business purposes by a member of the group of "insured persons" described as covered in the Schedule above which is outside of the "insured person's" country of citizenship or residence and undertaken on your behalf. This includes up to 14 days of adjacent or interval personal travel and for "third country national" "employees" or "local national" "employees", and includes short term trips to the "United States".
14. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

"Terrorism" also includes an act which is verified or recognized by the United States Government as an act of "terrorism".
15. "Third country national" means an "employee" who is not a citizen or permanent resident of the "United States" or the country in which he or she is working.
16. "United States" means the United States of America including its territories and possessions and Puerto Rico.
17. "War" means declared or undeclared warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOGGING AND LUMBERING OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Deductible: \$	per "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION I – COVERAGE is amended to include the following:

With respect to "logging and lumbering operations", this insurance applies to:

1. FIRE SUPPRESSION EXPENSES

Fire suppression expenses incurred by others for which the Named Insured is legally liable, solely by reason of such expenses having been incurred as a direct consequence of fire resulting from and immediately attributable to an "occurrence" arising out of "logging and lumbering operations" of the Named Insured.

2. "PROPERTY DAMAGE" TO TIMBERLAND NOT OWNED BY ANY INSURED

"Property damage" to timberland and standing, felled or bucked timber, at premises rented or controlled by the Named Insured if such timberland or timber is not owned by any insured. This coverage shall not apply while such timber is being transported.

3. "PROPERTY DAMAGE" TO AUTOS AND RAILROAD CARS NOT OWNED BY ANY INSURED

"Property damage" to "autos" and railroad cars not owned by any insured which occurs while such vehicles are being loaded or unloaded by or on behalf of the Named Insured and arises out of such "loading or unloading".

4. TIMBER TRESPASS

Unexpected or unintended "property damage" to timberland or standing timber which is

- a. Not owned by the Named Insured; or

- b. Not in the care, custody or control of the Named Insured

and which arises out of the "logging and lumbering operations" of the Named Insured.

B. EXCLUSIONS

The following exclusions are added to **SECTION III - EXCLUSIONS**:

1. The insurance provided in Paragraphs **A.1.** and **A.2.** above shall not apply to damages because of fire or fire suppression if the fire arose out of any of the following operations conducted by or at the direction of the insured:
 - a. The burning of slash at times or under conditions prohibited or not approved by proper state or federal authorities, or
 - b. The felling or bucking of timber, the operations of logging equipment (including railroad equipment) or the "loading or unloading" of logs at a time during which suspension of such operations had been directed by the proper state or federal authorities.
2. This insurance does not apply to that portion of any damages for "property damage" otherwise payable by us, in settlement or otherwise, representing funds or property that have accrued or will accrue, directly or indirectly, to your benefit as a result of the "occurrence" for which a claim is made.

You agree to reimburse us for any payment made by us which we would not have been obligated to make under the terms of this policy had you paid the person or entity making claim for "property damage" the funds or value of the property that accrued, or will accrue, to your benefit as a result of the "occurrence" for which a claim is made.

C. DEDUCTIBLE

1. Our obligation under this endorsement to pay damages and Fire Suppression Expenses on your behalf applies only to the amount of damages and Fire Suppression Expenses in excess of the deductible amount stated in the Schedule above.

The deductible amount applies to all damages or Fire Suppression Expenses covered by this endorsement as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

2. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall reimburse us within 30 days after reimbursement is requested for such part of the deductible amount as has been paid by us.

3. If you do not reimburse us within 30 days:

- (a) Effective the date of the first loss for which the deductible amount was not reimbursed, the deductible will no longer apply;
- (b) Effective the date of the first loss for which the deductible amount was not reimbursed, the premium will be increased pro rata by the deductible factor used to calculate the reduced premium; and
- (c) The additional premium developed by this calculation will be due and payable to us within 10 days of notice.

Your failure to pay the additional premium will result in cancellation of the policy for non-payment of premium.

D. The following is added to SECTION VI - DEFINITIONS:

"Logging and lumbering operations" means all operations associated with the felling of timber and production of lumber, including road building operations, the operation of saw or planing mills, operations incidental to any of these, and the ownership, maintenance or use of "mobile equipment" in connection with such operations, if such operations are conducted by or for the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED WHERE REQUIRED BY
AGREEMENT ENDORSEMENT ORAL AGREEMENT
PERMITTED**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION V. WHO IS AN INSURED – COVERAGE B. UMBRELLA LIABILITY is amended to add the following:

Any person or organization to whom you become obligated to include as an additional “insured” under this policy, as a result of an agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. It is not necessary that such agreement be in writing but it must be legally binding on you and in effect prior to the “occurrence” for which coverage is claimed.

Such person or organization is an “insured” subject to the following limitations:

1. The person or organization is an “insured” only with respect to liability caused in whole or in part by your operations, “products completed operations hazard” or premises owned by or rented to you; and
2. The insurance provided will not exceed the lesser of:
 - a. The limits of this policy, or
 - b. The limits required by the contract.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED WHERE REQUIRED BY
AGREEMENT ENDORSEMENT ORAL AGREEMENT
PERMITTED**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION IV. WHO IS AN INSURED is amended to add the following:

Any person or organization to whom you become obligated to include as an additional "insured" under this policy, as a result of an agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. It is not necessary that such agreement be in writing but it must be legally binding on you and in effect prior to the "occurrence" for which coverage is claimed.

Such person or organization is an "insured" subject to the following limitations:

1. The person or organization is an "insured" only with respect to liability caused in whole or in part by your operations, "products completed operations hazard" or premises owned by or rented to you; and
2. The insurance provided will not exceed the lesser of:
 - a. The limits of this policy, or
 - b. The limits required by the contract.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION V. WHO IS AN INSURED – COVERAGE B. UMBRELLA LIABILITY is amended to add the following:

Any person or organization to whom you become obligated to include as an additional “insured” under this policy, as a result of a contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability caused in whole or in part by your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The limits of this policy, or
- b. The limits required by the contract.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION IV. WHO IS AN INSURED is amended to add the following:

Any person or organization to whom you become obligated to include as an additional "insured" under this policy, as a result of a contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability caused in whole or in part by your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The limits of this policy, or
- b. The limits required by the contract.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION V. WHO IS AN INSURED – COVERAGE B. UMBRELLA LIABILITY is amended to add the following:

Any person or organization to whom you become obligated to include as an additional “insured” under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability caused in whole or in part by your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The limits of this policy, or
- b. The limits required by said contract or agreement.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION IV. WHO IS AN INSURED is amended to add the following:

Any person or organization to whom you become obligated to include as an additional "insured" under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability caused in whole or in part by your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The limits of this policy, or
- b. The limits required by said contract or agreement.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTAIN WOOD PRESERVATIVES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Certain Wood Preservatives

1. Any liability, injury, damage, expense, loss cost, or legal obligation arising directly or indirectly out of:
 - a. The manufacture, installation, use, sale, handling, removal, distribution, application, inhalation, or consumption of, or exposure to any chemical or product containing:
 - i. Chromated Copper Arsenate (CCA);
 - ii. Ammoniacal Copper Arsenate (ACA);
 - iii. Ammoniacal Copper Zinc Arsenate (ACZA); or
 - iv. Any chemical or product which has the same chemical formulary, or which is generally known in the chemical trade as having a substantially similar formulation, structure, or function by whatever name manufactured, formulated, structured, sold, or distributed.
2. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of CCA, ACA, or ACZA at any time.
3. Any "loss", cost or expense arising out of:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, revoke, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of CCA., ACA or ACZA; or
 - b. Claim or "suit" on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing. Or in any way responding to or assessing the effects of CCA, ACA or ACZA.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for wood preservative-related liability, injury, damage, expense, loss, cost, or legal obligation.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE CONSTRUCTION OPERATIONS (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

Construction Operations

With respect to **Insuring Agreement B**, this insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, structure, fixture or real property.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE CONSTRUCTION OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Construction Operations

With respect to **Insuring Agreements A and B**, this insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, structure, fixture or real property.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE CONSTRUCTION OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Construction Operations

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, structure, fixture or real property.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE DIACETYL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Absolute Diacetyl

This insurance does not apply to any liability arising out of diacetyl or substances or materials containing diacetyl.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE DIACETYL (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

Absolute Diacetyl

This insurance does not apply to any liability arising out of diacetyl or substances or materials containing diacetyl.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE POLLUTION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The **Pollution** exclusion under **SECTION III – EXCLUSIONS** is deleted and replaced by the following:

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused.

Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance, if such substance has or is alleged to have the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE POLLUTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The **Pollution** exclusion under **SECTION IV – EXCLUSIONS** is deleted and replaced by the following:

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused.

Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance, if such substance has or is alleged to have the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE UNDERGROUND STORAGE TANK (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of or in any way related to the installation, maintenance, servicing or ownership of any active, inactive, closed in place, abandoned, or removed “underground storage tank”.

For the purpose of this endorsement, the following definition applies:

“Underground storage tank” means any tank and associated piping and appurtenances at any time connected thereto which has or had at any time more than 10% of its volume below ground.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE UNDERGROUND STORAGE TANK

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of or in any way related to the installation, maintenance, servicing or ownership of any active, inactive, closed in place, abandoned, or removed “underground storage tank”.

For the purpose of this endorsement, the following definition applies:

“Underground storage tank” means any tank and associated piping and appurtenances at any time connected thereto which has or had at any time more than 10% of its volume below ground.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE UNDERGROUND STORAGE TANK

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of or in any way related to the installation, maintenance, servicing or ownership of any active, inactive, closed in place, abandoned, or removed “underground storage tank”.

“Underground storage tank” means any tank and associated piping and appurtenances at any time connected thereto which has or had at any time more than 10% of its volume below ground.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABUSE OR MOLESTATION MINOR PERSONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of:

1. The actual or threatened abuse or molestation of any minor person by anyone while in the care, custody or control of any “insured”, any employee of an “insured”, or anyone acting on behalf of an “insured”. Abuse or molestation includes but is not limited to physical abuse, corporal punishment, sexual abuse, sexual molestation, or sexual misconduct by anyone; or
2. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report, or retention of any person for whom any “insured” is or ever was responsible and whose conduct would be excluded by paragraph 1. of this endorsement.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ABUSE OR MOLESTATION EXCLUSION
MINOR PERSONS (INSURING AGREEMENT B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of:

1. The actual or threatened abuse or molestation of any minor person by anyone while in the care, custody or control of any “insured”, any employee of an “insured”, or anyone acting on behalf of an “insured”. Abuse or molestation includes but is not limited to physical abuse, corporal punishment, sexual abuse, sexual molestation, or sexual misconduct by anyone; or
2. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report, or retention of any person for whom any “insured” is or ever was responsible and whose conduct would be excluded by paragraph 1. of this endorsement.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ABUSE OR MOLESTATION MINOR
PERSONS (NO BROADER THAN SCHEDULED
UNDERLYING INSURANCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of:

1. The actual or threatened abuse or molestation of any minor person by anyone while in the care, custody or control of any “insured”, any employee of an “insured”, or anyone acting on behalf of an “insured”. Abuse or molestation includes but is not limited to physical abuse, corporal punishment, sexual abuse, sexual molestation, or sexual misconduct by anyone; or
2. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report, or retention of any person for whom any “insured” is or ever was responsible and whose conduct would be excluded by paragraph 1. of this endorsement.

However, no exception to or limitation in this exclusion will apply unless “underlying insurance” also provides the same exception or limitation, and under no circumstances will the insurance coverage provided by this policy be broader than the insurance coverage provided by the “underlying insurance”.

In the event of a variance between this endorsement and an exclusion or limitation of coverage in the “underlying insurance” addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ABUSE OR MOLESTATION MINOR
PERSONS (NO BROADER THAN SCHEDULED
UNDERLYING INSURANCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of:

1. The actual or threatened abuse or molestation of any minor person by anyone while in the care, custody or control of any “insured”, any employee of an “insured”, or anyone acting on behalf of an “insured”. Abuse or molestation includes but is not limited to physical abuse, corporal punishment, sexual abuse, sexual molestation, or sexual misconduct by anyone; or
2. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report, or retention of any person for whom any “insured” is or ever was responsible and whose conduct would be excluded by paragraph 1. of this endorsement.

However, no exception to or limitation in this exclusion will apply unless “underlying insurance” also provides the same exception or limitation, and under no circumstances will the insurance coverage provided by this policy be broader than the insurance coverage provided by the “underlying insurance”.

In the event of a variance between this endorsement and an exclusion or limitation of coverage in the “underlying insurance” addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABUSE OR MOLESTATION MINOR PERSONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of:

1. The actual or threatened abuse or molestation of any minor person by anyone while in the care, custody or control of any "insured", any employee of an "insured", or anyone acting on behalf of an "insured". Abuse or molestation includes but is not limited to physical abuse, corporal punishment, sexual abuse, sexual molestation, or sexual misconduct by anyone; or
2. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report, or retention of any person for whom any "insured" is or ever was responsible and whose conduct would be excluded by paragraph 1. of this endorsement.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any:

1. Oral or written publication, in any manner and in any media, of material in any “advertisement” that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication, in any manner and in any media, of material in any “advertisement” that violates a person's right of privacy;
3. The use of another's advertising idea in any “advertisement”; or
4. Infringement upon another's copyright, trade dress or slogan in any “advertisement”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any:

1. Oral or written publication, in any manner and in any media, of material in any “advertisement” that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication, in any manner and in any media, of material in any “advertisement” that violates a person's right of privacy;
3. The use of another's advertising idea in any “advertisement”; or
4. Infringement upon another's copyright, trade dress or slogan in any “advertisement”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ADVERTISING INJURY (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to any:

1. Oral or written publication, in any manner and in any media, of material in any “advertisement” that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication, in any manner and in any media, of material in any “advertisement” that violates a person's right of privacy;
3. The use of another's advertising idea in any “advertisement”; or
4. Infringement upon another's copyright, trade dress or slogan in any “advertisement”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ADVERTISING, BROADCASTING,
PUBLISHING AND TELECASTING
(INSURING AGREEMENT B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

Advertising, Broadcasting, Publishing And Telecasting

This insurance does not apply to “personal and advertising Injury” committed or alleged to have been committed in any advertising, “advertisement”, publicity article, book, magazine, brochure, broadcast, written material or telecast in the conduct of the “insured’s” advertising, broadcasting, re-broadcasting, televising, re-televising, newspaper publishing or other publishing activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ADVERTISING, BROADCASTING, PUBLISHING AND TELECASTING

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Advertising, Broadcasting, Publishing And Telecasting

This insurance does not apply to “personal and advertising Injury” committed or alleged to have been committed in any advertising, “advertisement”, publicity article, book, magazine, brochure, broadcast, written material or telecast in the conduct of the “insured's” advertising, broadcasting, re-broadcasting, televising, re-televising, newspaper publishing or other publishing activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ADVERTISING, BROADCASTING, PUBLISHING AND TELECASTING

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Advertising, Broadcasting, Publishing And Telecasting

This insurance does not apply to “personal and advertising Injury” committed or alleged to have been committed in any advertising, “advertisement”, publicity article, book, magazine, brochure, broadcast, written material or telecast in the conduct of the “insured's” advertising, broadcasting, re-broadcasting, televising, re-televising, newspaper publishing or other publishing activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
(FOREIGN ONLY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

Solely as respects the “insured’s” Employers Liability arising out of its operations outside of the United States of America, its territories and its possessions, Puerto Rico and Canada, this policy is amended as follows:

1. Paragraphs **a.** and **b.** of Section I Coverage, 1. Insuring Agreement, are deleted in their entirety and replaced by the following:
 - a.** We will pay on behalf of the “insured” those sums in excess of the “retained limit” that the insured becomes legally obligated to pay by reason of liability imposed by law because of “bodily injury” by accident or by disease caused by an “occurrence”, including resulting death, of your “employee”. The amount we will pay for damages is limited as described in Section II – **Limits Of Insurance**.
 - b.** This policy applies only if all of the following conditions are met:
 - (1) The “bodily injury” by accident or by disease must arise out of and in the course of the injured employee’s employment by you;
 - (2) The “bodily injury” by accident must occur during the “policy period”; and
 - (3) The “bodily injury” by disease must be caused or aggravated by the conditions of your employment. The “employee’s” last day of last exposure to the conditions causing or aggravating such “bodily injury” by disease must occur during the “policy period”.
 - c.** The amount we will pay for damages covered under this endorsement, where recovery is permitted by law, include damages:
 - (1) For which you are liable to a third party by reason of a claim or “suit” against you by that third party to recover the damages claimed against such third party as a result of injury to your “employee”;
 - (2) For care and loss of services;
 - (3) For consequential “bodily injury” of a spouse, child, parent, brother or sister of the insured “employee”;

provided that the damages listed in c.(1), c.(2) and c.(3) above are the direct consequence of “bodily injury” that arises out of and in the course of the injured employee’s employment by you; and

 - (4) Because of “bodily injury” to your “employee” that arises out of and in the course of employment claimed against you in a capacity other than as employer.
2. The following exclusions are added to Section III - **Exclusions**:

Various Employer’s Liability

This insurance does not apply to:

- a.** “Property damage”, “personal and advertising injury”;

- b. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
 - c. Punitive or exemplary damages because of “bodily injury” to an “employee” employed in violation of law. However, if a Corporate Manslaughter Coverage Endorsement is attached to this policy, this exclusion shall not apply to liability covered under such endorsement;
 - d. “Bodily injury” to an “employee” while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
 - e. “Bodily injury” intentionally caused or aggravated by you;
 - f. “Bodily injury” to any person in work subject to the Federal Employers’ Liability Act(45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an “employee” due to “bodily injury” arising out of or in the course of employment, or any amendments to those laws;
 - g. “Bodily injury” to a master or member of the crew of any vessel;
 - i. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violations of those laws or regulations issued thereunder, and any amendments to those laws; and
 - j. Any liability arising out of “bodily injury” to an “employee” in the course of employment, where the obligation of any insurer of self-insurance mechanism providing employer’s liability coverage for the “insured is by law unlimited.
3. Paragraph **A.** of the **Miscellaneous Laws** exclusion in Section **III – Exclusions** is deleted and replaced by the following:

This insurance does not apply to “bodily injury” to any person engaged in work subject to the Longshore and Harbor Workers’ Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen’s compensation law or other federal occupational disease law, or any amendments to these laws.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT LEASING (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to any liability arising out of the ownership, maintenance, use or entrustment to others of any aircraft leased by the Insured to others. Use includes operation and loading and unloading.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT LEASING

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any liability arising out of the ownership, maintenance, use or entrustment to others of any aircraft leased by the Insured to others. Use includes operation and loading and unloading.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT PRODUCTS AND GROUNDING (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

A. SECTION IV – EXCLUSIONS (B.) is amended to include the following:

Aircraft Products And Grounding

This insurance does not apply to:

1. Any injury, damage, expense, loss, cost, liability or legal obligation included in the “products-completed operations hazard”, and relating to, resulting from or arising out of “aircraft products” upon which you have performed “your work”, or which were designed, manufactured, sold, handled, distributed, or disposed of by you, or by another trading under your name, in whole or in part, when such “aircraft products” are used in or on, or attached to any aircraft or missile or any component part or sub-assembly thereof, or in connection with the use of aircraft; or
2. Any damage of any kind whatsoever which arises out of “grounding liability”.

B. For the purpose of this endorsement, the following definitions are added to the **Definitions** section:

1. “Aircraft products” means:
 - a. Aircraft (including missiles, spacecraft, or satellites and any ground support, maintenance or control equipment used therewith or any component part or sub-assembly thereof);
 - b. Any article furnished by an “insured” and installed in aircraft or used in connection with aircraft or for space parts for aircraft;
 - c. Ground handling tools and equipment; or
 - d. Training aids, instruction manuals, blueprints, maps and guides, engineering or other data, engineering or other advice and services and labor relating to such aircraft or articles described above.
2. “Grounding liability” means liability for the withdrawal or grounding of aircraft from flight operations, whether or not owned or operated by you, in the interests of safety, or for any other reason, whether or not such withdrawal or grounding was ordered by a governmental agency.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT PRODUCTS AND GROUNDING

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION III – EXCLUSIONS is amended to include the following:

Aircraft Products And Grounding

This insurance does not apply to:

1. Any injury, damage, expense, loss, cost, liability or legal obligation included in the “products-completed operations hazard”, and relating to, resulting from or arising out of “aircraft products” upon which you have performed “your work”, or which were designed, manufactured, sold, handled, distributed, or disposed of by you, or by another trading under your name, in whole or in part, when such “aircraft products” are used in or on, or attached to any aircraft or missile or any component part or sub-assembly thereof, or in connection with the use of aircraft; or
2. Any damage of any kind whatsoever which arises out of “grounding liability”.

B. For the purpose of this endorsement, the following definitions are added to the **Definitions Section:**

1. “Aircraft products” means:
 - a. Aircraft (including missiles, spacecraft, or satellites and any ground support, maintenance or control equipment used therewith or any component part or sub-assembly thereof);
 - b. Any article furnished by an “insured” and installed in aircraft or used in connection with aircraft or for space parts for aircraft;
 - c. Ground handling tools and equipment; or
 - d. Training aids, instruction manuals, blueprints, maps and guides, engineering or other data, engineering or other advice and services and labor relating to such aircraft or articles described above.
2. “Grounding liability” means liability for the withdrawal or grounding of aircraft from flight operations, whether or not owned or operated by you, in the interests of safety, or for any other reason, whether or not such withdrawal or grounding was ordered by a governmental agency.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRPORT/AVIATION ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of the ownership, maintenance, operation or use of airfields, runways, hangars, buildings or other properties in connection with aviation activities or airports.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRPORT/AVIATION ACTIVITIES (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of the ownership, maintenance, operation or use of airfields, runways, hangars, buildings or other properties in connection with aviation activities or airports.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRPORT/AVIATION ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Airport/Aviation Activities

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of the ownership, maintenance, operation or use of airfields, runways, hangars, buildings or other properties in connection with aviation activities or airports.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALCOHOL RELATED HEALTH HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to “bodily injury” arising out of any “health hazard” caused by, resulting from or in any way related to alcohol.

For purposes of this endorsement, the following definition is added:

“Health hazard” means:

1. Alcohol-induced “bodily injury”, including but not limited to:
 - a. Fetal alcohol syndrome (FAS): physical or mental birth defects, which includes but is not limited to growth deficiency, heart defects, malformed facial features, and mental retardation resulting from alcohol use during pregnancy;
 - b. Alcohol related diseases, such as alcoholism, cirrhosis of the liver, alcoholic hepatitis, heart disease, cancer, and pancreatitis;
 - c. Other metabolic effects of alcohol abuse, including brain damage, impaired vision, impaired sexual function, sluggish circulation, malnutrition, water retention, skin disorders, weakening of bones and muscles, ulcers and decreased resistance to infection, psychological or mental injury; or
 - d. Physical abuse, molestation or suicide of any person.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALCOHOL RELATED HEALTH HAZARD (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to “bodily injury” arising out of any “health hazard” caused by, resulting from or in any way related to alcohol.

For purposes of this endorsement, the following definition is added:

“Health hazard” means:

1. Alcohol-induced “bodily injury”, including but not limited to:
 - a. Fetal alcohol syndrome (FAS): physical or mental birth defects, which includes but is not limited to growth deficiency, heart defects, malformed facial features, and mental retardation resulting from alcohol use during pregnancy;
 - b. Alcohol related diseases, such as alcoholism, cirrhosis of the liver, alcoholic hepatitis, heart disease, cancer, and pancreatitis;
 - c. Other metabolic effects of alcohol abuse, including brain damage, impaired vision, impaired sexual function, sluggish circulation, malnutrition, water retention, skin disorders, weakening of bones and muscles, ulcers and decreased resistance to infection, psychological or mental injury; or
 - d. Physical abuse, molestation or suicide of any person.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALCOHOL RELATED HEALTH HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Alcohol Related Health Hazard

This insurance does not apply to “bodily injury” arising out of any “health hazard” caused by, resulting from or in any way related to alcohol.

For purposes of this endorsement, the following definition is added:

“Health hazard” means:

1. Alcohol-induced “bodily injury”, including but not limited to:
 - a. Fetal alcohol syndrome (FAS): physical or mental birth defects, which includes but is not limited to growth deficiency, heart defects, malformed facial features, and mental retardation resulting from alcohol use during pregnancy;
 - b. Alcohol related diseases, such as alcoholism, cirrhosis of the liver, alcoholic hepatitis, heart disease, cancer, and pancreatitis;
 - c. Other metabolic effects of alcohol abuse, including brain damage, impaired vision, impaired sexual function, sluggish circulation, malnutrition, water retention, skin disorders, weakening of bones and muscles, ulcers and decreased resistance to infection, psychological or mental injury; or
 - d. Physical abuse, molestation or suicide of any person.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ANIMAL FEED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Animal Feed

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury”:

1. Included within the “products-completed operations hazard” and arising out of or related to any feed product for livestock, fish or poultry; or
2. Assumed by the “insured” under any written contract or written agreement to indemnify any person or organization for liability with respect to Paragraph 1 above.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ANIMAL FEED (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury”:

1. Included within the “products-completed operations hazard” and arising out of or related to any feed product for livestock, fish or poultry; or
2. Assumed by the “insured” under any written contract or written agreement to indemnify any person or organization for liability with respect to Paragraph 1 above.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ANIMAL FEED

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Animal Feed

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury”:

1. Included within the “products-completed operations hazard” and arising out of or related to any feed product for livestock, fish or poultry; or
2. Assumed by the “insured” under any written contract or written agreement to indemnify any person or organization for liability with respect to number 1 above.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ARCHITECTS, ENGINEERS OR
SURVEYORS PROFESSIONAL LIABILITY (INSURING
AGREEMENTS A AND B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of the provision of or failure to provide any professional services by or for the “insured” as an architect, engineer or surveyor, including, but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services; or
3. Feasibility studies, cost estimating or soil tests.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ARCHITECTS, ENGINEERS OR SURVEYORS PROFESSIONAL LIABILITY (COVERAGE B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the provision of or failure to provide any professional services by or for the “insured” as an architect, engineer or surveyor, including, but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services; or
3. Feasibility studies, cost estimating or soil tests.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ARCHITECTS, ENGINEERS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the provision of or failure to provide any professional services by or for the “insured” as an architect, engineer or surveyor, including, but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services; or
3. Feasibility studies, cost estimating or soil tests.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of:

1. Any “assault” or “battery”; or
2. Any act undertaken by any “insured” or “employee” or agent of the “insured” to prevent, control or mitigate any immediately threatened or actual “assault” or “battery”, or any omission or failure to prevent, control or mitigate such “assault” or “battery”.

For the purpose of this endorsement, the following definitions are added to the policy:

“Assault” means any intentional or voluntary act, whether or not provoked, which places another person in reasonable apprehension of immediate harmful or offensive contact.

“Battery” means an “assault” in which the assailant makes physical contact.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of:

1. Any “assault” or “battery”; or
2. Any act undertaken by any “insured” or “employee” or agent of the “insured” to prevent, control or mitigate any immediately threatened or actual “assault” or “battery”, or any omission or failure to prevent, control or mitigate such “assault” or “battery”.

The following definitions are added to the policy:

“Assault” means any intentional or voluntary act, whether or not provoked, which places another person in reasonable apprehension of immediate harmful or offensive contact.

“Battery” means an “assault” in which the assailant makes physical contact.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of:

1. Any “assault” or “battery”; or
2. Any act undertaken by any “insured” or “employee” or agent of the “insured” to prevent, control or mitigate any immediately threatened or actual “assault” or “battery”, or any omission or failure to prevent, control or mitigate such “assault” or “battery”.

The following definitions are added to the policy:

“Assault” means any intentional or voluntary act, whether or not provoked, which places another person in reasonable apprehension of immediate harmful or offensive contact.

“Battery” means an “assault” in which the assailant makes physical contact.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC AND SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of sustained by any “participant” while practicing for, participating in, or officiating at any sporting event, athletic contest, practice, or exhibition that you sponsor, conduct or direct.

“Participant” means any player, coach, manager, staff member, team worker, volunteer, game official or other personnel with authorization to enter any restricted area.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC AND SPORTS PARTICIPANTS (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation arising out of sustained by any “participant” while practicing for, participating in, or officiating at any sporting event, athletic contest, practice, or exhibition that you sponsor, conduct or direct.

For the purpose of this endorsement, the following definition applies:

“Participant” means any player, coach, manager, staff member, team worker, volunteer, game official or other personnel with authorization to enter any restricted area.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTOMOBILE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Automobile

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of the ownership, maintenance, operation, use, entrustment to others or “loading or unloading” of any “auto”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTOMOBILE (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

Automobile

This insurance does not apply to any injury, damage, expense, cost, “loss”, liability or legal obligation arising out of the ownership, maintenance, operation, use, entrustment to others or “loading or unloading” of any “auto”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – NO FAULT-PIP-MEDICAL PAYMENTS-
UM/UIM (INSURING AGREEMENT B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to any loss, cost or expense payable under or resulting from any no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – NO FAULT-PIP-MEDICAL PAYMENTS-
UM/UIM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any loss, cost or expense payable under or resulting from any no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – NO FAULT-PIP-MEDICAL PAYMENTS-
UM/UIM (INSURING AGREEMENTS A AND B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS is amended to include the following:

This insurance does not apply to any loss, cost or expense payable under or resulting from any no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTOMOBILE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Automobile

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of the ownership, maintenance, operation, use, entrustment to others or “loading or unloading” of any “auto”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BATCH CLAUSE ENDORSEMENT (INSURING AGREEMENTS A AND B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS is amended to include the following:

Batch Clause

This insurance does not apply to any batch clause or endorsement attached to and made part of any “underlying insurance” does not apply to this policy. The definition of “occurrence” in **SECTION VII – DEFINITIONS** of this policy will apply.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BATCH CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Batch Clause

Any batch clause or endorsement attached to and made part of any “underlying insurance” does not apply to this policy. The definition of “occurrence” in **SECTION VI – DEFINITIONS** of this policy will apply.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CERTAIN WOOD PRESERVATIVES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Certain Wood Preservatives

1. Any liability, injury, damage, expense, loss cost, or legal obligation arising directly or indirectly out of:
 - a. The manufacture, installation, use, sale, handling, removal, distribution, application, inhalation, or consumption of, or exposure to any chemical or product containing:
 - i. Chromated Copper Arsenate (CCA);
 - ii. Ammoniacal Copper Arsenate (ACA);
 - iii. Ammoniacal Copper Zinc Arsenate (ACZA); or
 - iv. Any chemical or product which has the same chemical formulary, or which is generally known in the chemical trade as having a substantially similar formulation, structure, or function by whatever name manufactured, formulated, structured, sold, or distributed.
2. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of CCA, ACA, or ACZA at any time.
3. Any loss, cost or expense arising out of:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, revoke, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of CCA., ACA or ACZA; or
 - b. Claim or "suit" on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing. Or in any way responding to or assessing the effects of CCA, ACA or ACZA.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for wood preservative-related liability, injury, damage, expense, "loss" cost, or legal obligation.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CLEAN ROOM FACILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS Paragraph **A.** is amended to include the following:

Clean Room Facility

This insurance does not apply to:

Any liability, injury, damage, expense, loss, cost or legal obligation arising out of actual or alleged exposure to chemicals, vapors, gases, airborne particles or any other toxic or injurious substances, including but not limited to glycol, ethers, acetates or teratogens, when such exposure takes place, in whole or in part, in a “clean room facility”.

However, this exclusion does not apply to “bodily injury” or “property damage” caused by an explosion or a “hostile fire”.

For the purpose of this endorsement, the following definition applies:

“Clean room facility” means a room or group of rooms used at any time for the design, manufacture or service of materials, products or components sensitive to contamination and in which the air is filtered or regulated with respect to temperature, humidity, pressure or quality.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for toxic substance exposure-related damage or injury.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CLEAN ROOM FACILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Clean Room Facility

This insurance does not apply to:

Any liability, injury, damage, expense, loss, cost or legal obligation arising out of actual or alleged exposure to chemicals, vapors, gases, airborne particles or any other toxic or injurious substances, including but not limited to glycol, ethers, acetates or teratogens, when such exposure takes place, in whole or in part, in a “clean room facility”.

However, this exclusion does not apply to “bodily injury” or “property damage” caused by an explosion or a “hostile fire”.

For the purpose of this endorsement, the following definitions apply:

“Clean room facility” means a room or group of rooms used at any time for the design, manufacture or service of materials, products or components sensitive to contamination and in which the air is filtered or regulated with respect to temperature, humidity, pressure or quality.

“Hostile fire” means a fire that becomes uncontrollable or breaks out from where it was intended to be.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for toxic substance exposure-related damage or injury.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CLINICAL TRIALS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Clinical Trials

This insurance does not apply to any liability, injury, damage, expense, loss, cost or legal obligation arising out of a “clinical trial”.

“Clinical trial” means a clinical study or research study that utilizes human subjects, and that is conducted for the purpose of testing or experimenting with a device, drug, technique, treatment, intervention, procedure, method, or diagnosis.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CLINICAL TRIALS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Clinical Trials

This insurance does not apply to any liability, injury, damage, expense, loss, cost or legal obligation arising out of a “clinical trial”.

“Clinical trial” means a clinical study or research study that utilizes human subjects, and that is conducted for the purpose of testing or experimenting with a device, drug, technique, treatment, intervention, procedure, method, or diagnosis.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION AND REAL ESTATE OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any liability, injury, damage, expense, loss, cost or legal obligation arising out of any Construction or Real Estate Development Operations of the “insured”, regardless of whether such Construction and Real Estate Development Operations:

1. Are conducted by you or on your behalf,
2. Are conducted for you or for any other person or organization, or
3. Are discontinued or ongoing.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION AND REAL ESTATE OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any liability, injury, damage, expense, loss, cost or legal obligation arising out of any Construction or Real Estate Development Operations of the “insured”, regardless of whether such Construction and Real Estate Development Operations:

1. Are conducted by you or on your behalf,
2. Are conducted for you or for any other person or organization, or
3. Are discontinued or ongoing.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION LOAN

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to:

1. "Property damage" to any building:
 - a. which is security for a loan held by the "insured" and which the "insured" or others made in connection with its construction; or
 - b. for which the "insured" has otherwise financed its construction; or
2. "Bodily injury" or "property damage" arising out of the "insured's" liability as a construction lender; and
3. "Personal and advertising injury."

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION LOAN

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to:

1. "Property damage" to any building:
 - a. which is security for a loan held by the "insured" and which the "insured" or others made in connection with its construction; or
 - b. for which the "insured" has otherwise financed its construction; or
2. "Bodily injury" or "property damage" arising out of the "insured's" liability as a construction lender; and
3. "Personal and advertising injury."

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – CONSTRUCTION OPERATIONS (NO
BROADER THAN SCHEDULED UNDERLYING
INSURANCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Construction Operations

This insurance does not apply to any liability, loss, cost, expense, demand, claim or “suit” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, property or structure.

This exclusion, however, shall not apply to:

1. Routine maintenance activities;
2. Non-structural interior modification or tenant preparation activities.

However, no exception to or limitation in this exclusion will apply unless “underlying insurance” also provides the same exception or limitation, and under no circumstances will the insurance coverage provided by this policy be broader than the insurance coverage provided by the “underlying insurance”.

In the event of a variance between this endorsement and an exclusion or limitation of coverage in the “underlying insurance” addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION OPERATIONS WITH ROUTINE MAINTENANCE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Construction Operations

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, structure, fixture or real property.

However, this exclusion does not apply to routine maintenance activities; or non-structural interior modification or tenant preparation activities.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION OPERATIONS WITH ROUTINE MAINTENANCE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Construction Operations

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, structure, fixture or real property.

However, this exclusion does not apply to routine maintenance activities; or non-structural interior modification or tenant preparation activities.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – CONSTRUCTION OPERATIONS (NO
BROADER THAN SCHEDULED UNDERLYING
INSURANCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Construction Operations

This insurance does not apply to any liability, loss, cost, expense, demand, claim or “suit” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, property or structure.

This exclusion, however, shall not apply to:

1. Routine maintenance activities;
2. Non-structural interior modification or tenant preparation activities.

However, no exception to or limitation in this exclusion will apply unless “underlying insurance” also provides the same exception or limitation, and under no circumstances will the insurance coverage provided by this policy be broader than the insurance coverage provided by the “underlying insurance”.

In the event of a variance between this endorsement and an exclusion or limitation of coverage in the “underlying insurance” addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION OPERATIONS (SUBCONTRACTED OPERATIONS EXCEPTION-NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Construction Operations

This insurance does not apply to any liability, loss, cost, expense, demand, claim or “suit” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, property or structure.

This exclusion, however, shall not apply to:

1. Routine maintenance activities;
2. Non-structural interior modification or tenant preparation activities performed by “employees” of the “insured”; or
3. Operations or activities contracted to a third party provided that:
 - a. The building, property or structure is not a “residential property” as defined in this endorsement;
 - b. The third party and any sub-contractors have provided certificates of insurance to the “insured” evidencing valid and collectible liability insurance and updated certificates have been provided to the “insured” at the regular expiration of such liability insurance;
 - c. All involved “insureds” have been granted additional insured status on all potentially applicable primary liability and Excess or Umbrella Liability policies of the third party contractor and any subcontractors;
 - d. All liability policies referenced in **b.** and **c.** above are free of material exclusions or endorsements applicable to the operations or activities being contracted;
 - e. All liability policies referenced in **b.** and **c.** above include coverage for products and completed operations;
 - f. If the cost of the contracted operation or activity is greater than \$50,000 then said third party contractor’s each occurrence and aggregate limits of insurance are at least \$_____
 - g. If the cost of the contracted operation or activity is less than or equal to \$50,000 then said third party contractor’s each occurrence and aggregate limits of insurance are at least \$1,000,000; and
 - h. If the cost of the contracted operation or activity is greater than \$50,000 then all involved “insureds” have been granted indemnification and are held harmless by said third party contractor and all subcontractors in enforceable written contracts.

With respect to this exclusion, “residential property” means any building, property or structure used at any time as, or intended at any time for use as, a residence or dwelling.

“Residential property” includes but is not limited to:

1. Single or multi-family dwellings;
2. Condominiums;
3. Townhouses; or
4. Cooperative apartment buildings.

“Residential property” does not include:

1. Military housing;
2. Student housing/dormitories;
3. Assisted living projects/elder care facilities/nursing homes/retirement facilities;
4. Healthcare facilities/hospitals/skilled nursing facilities;
5. Hotels/motels;
6. Correctional facilities; or
7. Multi-unit rental apartment buildings.

However, no exception to or limitation in this exclusion will apply unless “underlying insurance” also provides the same exception or limitation, and under no circumstances will the insurance coverage provided by this policy be broader than the insurance coverage provided by the “underlying insurance”.

In the event of a variance between this endorsement and an exclusion or limitation of coverage in the “underlying insurance” addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION OPERATIONS (SUBCONTRACTED OPERATIONS EXCEPTION-NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Construction Operations

This insurance does not apply to any liability, loss, cost, expense, demand, claim or “suit” arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, property or structure.

This exclusion, however, shall not apply to:

1. Routine maintenance activities;
2. Non-structural interior modification or tenant preparation activities performed by “employees” of the “insured”; or
3. Operations or activities contracted to a third party provided that:
 - a. The building, property or structure is not a “residential property” as defined in this endorsement;
 - b. The third party and any sub-contractors have provided certificates of insurance to the “insured” evidencing valid and collectible liability insurance and updated certificates have been provided to the “insured” at the regular expiration of such liability insurance;
 - c. All involved “insureds” have been granted additional insured status on all potentially applicable primary liability and Excess or Umbrella Liability policies of the third party contractor and any subcontractors;
 - d. All liability policies referenced in b. and c. above are free of material exclusions or endorsements applicable to the operations or activities being contracted;
 - e. All liability policies referenced in b. and c. above include coverage for products and completed operations;
 - f. If the cost of the contracted operation or activity is greater than \$50,000 then said third party contractor's each occurrence and aggregate limits of insurance are at least \$_____;
 - g. If the cost of the contracted operation or activity is less than or equal to \$50,000 then said third party contractor's each occurrence and aggregate limits of insurance are at least \$1,000,000; and
 - h. If the cost of the contracted operation or activity is greater than \$50,000 then all involved “insureds” have been granted indemnification and are held harmless by said third party contractor and all subcontractors in enforceable written contracts.

With respect to this exclusion, “residential property” means any building, property or structure used at any time as, or intended at any time for use as, a residence or dwelling.

“Residential property” includes but is not limited to:

1. Single or multi-family dwellings;
2. Condominiums;
3. Townhouses; or
4. Cooperative apartment buildings.

“Residential property” does not include:

1. Military housing;
2. Student housing/dormitories;
3. Assisted living projects/elder care facilities/nursing homes/retirement facilities;
4. Healthcare facilities/hospitals/skilled nursing facilities;
5. Hotels/motels;
6. Correctional facilities; or
7. Multi-unit rental apartment buildings.

However, no exception to or limitation in this exclusion will apply unless “underlying insurance” also provides the same exception or limitation, and under no circumstances will the insurance coverage provided by this policy be broader than the insurance coverage provided by the “underlying insurance”.

In the event of a variance between this endorsement and an exclusion or limitation of coverage in the “underlying insurance” addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTUAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Contractual Liability

This insurance does not apply to any liability, injury, damage, expense, loss, cost, liability or legal obligation assumed by the “insured” under any contract or agreement.

SECTION IV – EXCLUSIONS (B.3. Contractual Liability) is deleted.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTUAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS (4. Contractual Liability) is deleted and replaced by the following:

4. Contractual Liability

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" assumed by the "insured" under any contract or agreement.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE PROVIDED BY UNDERLYING INSURANCE AT SUB-LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any “bodily injury” or “property damage” to which “underlying insurance” applies coverage that is subject to a limit of insurance that is less than the primary Commercial General Liability Bodily Injury/Property Damage Each Occurrence Limit in the “underlying insurance”.

This insurance does not apply to any “personal and advertising injury” to which “underlying insurance” applies coverage that is subject to a limit of insurance that is less than the primary Commercial General Liability Personal And Advertising Injury Limit in the “underlying insurance”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE PROVIDED BY UNDERLYING INSURANCE AT SUB-LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any “bodily injury” or “property damage” to which “underlying insurance” applies coverage that is subject to a limit of insurance that is less than the primary Commercial General Liability Bodily Injury/Property Damage Each Occurrence Limit in the “underlying insurance”.

This insurance does not apply to any “personal and advertising injury” to which “underlying insurance” applies coverage that is subject to a limit of insurance that is less than the primary Commercial General Liability Personal And Advertising Injury Limit in the “underlying insurance”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

Cross Suits

This insurance does not apply to any claim or “suit” by any insured against any other insured.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTROMAGNETIC FIELDS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to:

A. Electromagnetic Field Emissions and/or Radiation

- 1) “Bodily injury”, “property damage”, “personal and advertising injury”, or “reduction-in-value” related to any actual, alleged or threatened exposure to, presence of, contact with, release of, escape of, or discharge of electromagnetic field emissions, radiation, or any related physical phenomenon, including, but limited to, the following:
 - a) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;
 - b) Any manufacture, construction or design performed in connection with the above; or
 - c) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
- 2) Any loss, cost or expense, including, but not limited to, payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:
 - a) Claim, “suit”, demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, abate, mitigate, remove, monitor, or in any respond to or assess the effects of:
 - i) Electromagnetic field emissions and/or radiation; or
 - ii) Exposure to electromagnetic field emissions and/or radiation.
 - b) Claim, “suit”, demand, judgment, obligation, request or settlement due to any actual, alleged or threatened injury or damage from the testing for, abating, mitigating, removing, monitoring, or in any way responding to or assessing the effects of:
 - i) Electromagnetic field emissions and/or radiation; or
 - ii) Exposure to electromagnetic field emissions and/or radiation.

This exclusion applies regardless of who manufactured, produced, sold, owned or controlled the transmission sources, transmissions lines, property or equipment that causes or is alleged to have caused the injury or damage.

B. With respect to the provisions of this endorsement only, the following changes are made to **Section VII – Definitions:**

1. The following definitions are amended:

“Bodily injury” means bodily injury, sickness, disease, shock, fright, fear, mental injury, mental anguish and/or disability sustained and/or that may be sustained in the future, by any person, including death resulting from any of these at any time.

2. “Property damage” means:

- a. Physical injury and/or fear and/or risk of physical injury to tangible property or property rights, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury or the advent of conditions giving rise to the fear and/or risk of physical injury that caused it;
- b. Loss of use and/or fear and/or risk of loss of use of tangible property or property rights that is not physically injured. All such loss of use and/or fear and/or risk of loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

The following definition is added:

"Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTROMAGNETIC FIELDS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to:

A. Electromagnetic Field Emissions and/or Radiation

- 1) "Bodily injury", "property damage", "personal and advertising injury", or "reduction-in-value" related to any actual, alleged or threatened exposure to, presence of, contact with, release of, escape of, or discharge of electromagnetic field emissions, radiation, or any related physical phenomenon, including, but limited to, the following:
 - a) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;
 - b) Any manufacture, construction or design performed in connection with the above; or
 - c) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
- 2) Any loss, cost or expense, including, but not limited to, payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:
 - a) Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, abate, mitigate, remove, monitor, or in any respond to or assess the effects of:
 - i) Electromagnetic field emissions and/or radiation; or
 - ii) Exposure to electromagnetic field emissions and/or radiation.
 - b) Claim, "suit", demand, judgment, obligation, request or settlement due to any actual, alleged or threatened injury or damage from the testing for, abating, mitigating, removing, monitoring, or in any way responding to or assessing the effects of:
 - i) Electromagnetic field emissions and/or radiation; or
 - ii) Exposure to electromagnetic field emissions and/or radiation.

This exclusion applies regardless of who manufactured, produced, sold, owned or controlled the transmission sources, transmissions lines, property or equipment that causes or is alleged to have caused the injury or damage.

B. With respect to the provisions of this endorsement only, the following changes are made to **Section VI – Definitions:**

1. The following definitions are amended:

"Bodily injury" means bodily injury, sickness, disease, shock, fright, fear, mental injury, mental anguish and/or disability sustained and/or that may be sustained in the future, by any person, including death resulting from any of these at any time.

2. "Property damage" means:

- a. Physical injury and/or fear and/or risk of physical injury to tangible property or property rights, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury or the advent of conditions giving rise to the fear and/or risk of physical injury that caused it;
- b. Loss of use and/or fear and/or risk of loss of use of tangible property or property rights that is not physically injured. All such loss of use and/or fear and/or risk of loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

The following definition is added:

"Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYERS' LIABILITY FOR OCCUPATIONAL DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Employers' Liability For Occupational Disease

This insurance does not apply to "bodily injury" to any employee of the "insured" arising out of any "occupational disease".

"Occupational disease" means injury by disease arising out of and in the course of employment.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD PAINT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Lead Paint

It is agreed that this insurance does not apply to any liability arising from past, present or future claims arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, or exposure to, lead paint or products containing lead whether or not the lead is, or was at any time, airborne as a particle, contained in a product ingested, inhaled, transmitted in any fashion, or found in a form whatsoever.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MARINE LIABILITY (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

- A.** This insurance does not apply to injury or damage arising out of any Marine Liability, which includes but is not limited to the following:

Charterers Liability	Protection & Indemnity Liability
Safe Berth Legal Liability	Ship Builders Liability
Towers Liability	Stevedores Liability
Ship Repairers Legal Liability	Wharfingers Liability
Terminal Operation Liability	

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. the operation, use of, maintenance, fueling, loading or unloading of any watercraft;
2. damage to property held in the “insured’s” care, custody or control;
3. injury to passengers or damage to the property of passengers;
4. damage to any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the “insured” may be held liable;
5. any cost or expense of, or incidental to, the removal of the wreck of any vessel; or
6. any Workers’ Compensation or Employers’ Liability laws including but not limited to Jones Act or Longshore & Harbor Workers’ Compensation Act (including any amendments, revisions or extensions thereto and any rules or regulations promulgated thereunder).

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEURODEGENERATIVE INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Neurodegenerative Injury

This insurance does not apply to any liability involving “neurodegenerative injury” to a “participant” arising out of or in any way relating, in whole or in part, directly or indirectly, to the participation in, observance of, or monitoring of any athletic or sports game, contest, activity, practice, scrimmage or exhibition.

Section VI – Definitions is amended to include the following additional definitions:

“Neurodegenerative injury” means any brain injury, neurological injury, disease, condition or dysfunction, including, but not limited to, Alzheimer’s disease, Parkinson’s disease, amyotrophic lateral sclerosis (ALS), mild traumatic brain injury, repetitive brain trauma, chronic traumatic encephalopathy (CTE), dementia, cognitive injury or disorder, memory loss, anxiety disorder, mood disorder, memory loss, depression, sleeplessness, impulse control problems, headaches or single or repetitive concussive or sub-concussive injury or trauma.

“Participant” means any person engaged in athletic activities. “Participant” does not include the referees, umpires or coaching staff.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

A. SECTION IV – EXCLUSIONS (A.) is amended to include the following:

1. This insurance does not apply to injury or damage which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".

B. For the purposes of this endorsement, "organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS (INSURING AGREEMENT A)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

With respect to Insuring Agreement A Only, **SECTION IV – EXCLUSIONS (A.)** is amended to include the following:

This policy does not apply to:

1. Injury or damage which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.
 2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".
- B.** For the purposes of this endorsement, "organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS (INSURING AGREEMENT B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

A. SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to:

1. Injury or damage which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.
 2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".
- B.** For the purposes of this endorsement, "organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

A. The following exclusion is added to the **Exclusions** Section:

This insurance does not apply to:

- 1.** Injury or damage which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.
- 2.** Any loss, cost or expense arising out of any:
 - a.** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
 - b.** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".

B. For the purposes of this endorsement, "organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS
BODILY CONSUMPTION EXCEPTION (INSURING
AGREEMENT B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

A. SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to:

1. Injury or damage which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. For the purposes of this endorsement, "organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS
BODILY CONSUMPTION EXCEPTION (INSURING
AGREEMENT A)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

Solely with respect to **Insuring Agreement A, SECTION IV – EXCLUSIONS (A.)** is amended to include the following:

A. This insurance does not apply to:

- 1.** Injury or damage which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.
- 2.** Any loss, cost or expense arising out of any:
 - a.** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
 - b.** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. For the purposes of this endorsement, "organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS BODILY CONSUMPTION EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to:

1. Injury or damage which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** For the purposes of this endorsement, "organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIC PATHOGEN, MOLD OR FUNGUS BODILY CONSUMPTION EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to:

1. Injury or damage which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** For the purposes of this endorsement, "organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL LIABILITY (WITH LIMITED EXCEPTION FOR AGRICULTURAL PROFESSIONAL SERVICES)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Professional Liability

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the “insured” or any person to whom the “insured” is legally responsible. It is understood this exclusion applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured”.

However, if coverage for resultant “bodily injury” or “property damage” arising out of “agricultural professional Services” performed by or on behalf of the “insured” is provided by scheduled “underlying insurance”:

1. This exclusion shall not apply to such resultant “bodily injury” or “property damage”; and
2. Coverage under this policy for such resultant “bodily injury” or “property damage” will follow the terms, definitions, conditions, and exclusions of scheduled “underlying insurance” subject to the “policy period”, “limits of insurance”, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by scheduled “underlying insurance”.

Section VI – Definitions is amended to include the following additional definition:

For the purpose of this endorsement “agricultural professional services” means consultation services provided to others for a fee relating to the sale of seed, or to the sale or formulation of agricultural livestock feed, or to the sale or application of fertilizers, pesticides, or other agricultural chemical.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any award of, or liability for, punitive or exemplary damages.

This endorsement does not change any other provision of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any award of, or liability for, punitive or exemplary damages.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TERRORISM (APPLICABLE TO SPECIFIED COUNTRIES)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Terrorism

This insurance does not apply to loss, injury, damage, claim or “suit” arising directly or indirectly as a result of or in connection with “terrorism” that occurs in the following countries:

Afghanistan, Algeria, Iraq, Mali, Pakistan, Philippines, Somalia, Syria, and Yemen.

It is understood that to the extent any coverage may otherwise be provided for these above listed countries under this policy or any of its endorsements, the provisions of this exclusion will supersede.

SECTION VII – DEFINITIONS is amended to include the following additional definition:

“Terrorism” means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to:

- a.** Intimidate, coerce or harm:
 - i.** A government; or
 - ii.** The civilian population of a country, state or community; or
- b.** Disrupt the economy of a country, state or community.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TOBACCO PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any injury, damage, expense, cost, “loss”, liability or legal obligation arising out of or related in any way to the actual or alleged consumption, inhalation or use of or exposure to “tobacco, tobacco products, or tobacco byproducts”, including but not limited to the emergence, contraction, aggravation, or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness, disease or condition of the human body.

This exclusion also applies to any representation or warranty made at any time by the “insured” or by others trading under the “insured’s” name with respect to the consumption or use of or exposure to the consumption or use of “tobacco, tobacco products or tobacco byproducts” whether or not contained in your “advertisement.”

For the purpose of this endorsement, the following definitions are added to the policy:

“loss” means those sums paid in the settlement of a claim or “suit” or satisfaction of a judgment which the “insured” is legally liable to pay as damages because of “bodily injury”, “property damage”, or “personal and advertising injury”, after making proper deduction for all recoveries and salvages.

“Tobacco, tobacco products, or tobacco byproducts” include, but are not limited to, raw or cured tobacco, nicotine, tar, any products containing tobacco or tobacco-related substances or chemicals, cigars, cigar wrappers, pipe tobacco, cigarette filters, snuff, chewing tobacco, smokeless tobacco products, cigarettes, cigarette paper, tobacco smoke, second-hand smoke, particles of tobacco, gaseous or solid residue or by-products of tobacco tips and filters, and any chemical, mineral or other product or components added to, sprayed on, applied to, found within or used in conjunction with any tobacco products.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for tobacco-related injury, damage, expense, cost, “loss”, liability or legal obligation.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TOBACCO PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or related in any way to the actual or alleged consumption, inhalation or use of or exposure to "tobacco, tobacco products, or tobacco byproducts", including but not limited to the emergence, contraction, aggravation, or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness, disease or condition of the human body.

This exclusion also applies to any representation or warranty made at any time by the "insured" or by others trading under the "insured's" name with respect to the consumption or use of or exposure to the consumption or use of "tobacco, tobacco products or tobacco byproducts" whether or not contained in your "advertisement."

For the purpose of this endorsement, the following definitions are added to the policy:

"loss" means those sums paid in the settlement of a claim or "suit" or satisfaction of a judgment which the "insured" is legally liable to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury", after making proper deduction for all recoveries and salvages

"Tobacco, tobacco products, or tobacco byproducts" include, but are not limited to, raw or cured tobacco, nicotine, tar, any products containing tobacco or tobacco-related substances or chemicals, cigars, cigar wrappers, pipe tobacco, cigarette filters, snuff, chewing tobacco, smokeless tobacco products, cigarettes, cigarette paper, tobacco smoke, second-hand smoke, particles of tobacco, gaseous or solid residue or by-products of tobacco tips and filters, and any chemical, mineral or other product or components added to, sprayed on, applied to, found within or used in conjunction with any tobacco products.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for tobacco-related injury, damage, expense, cost, "loss", liability or legal obligation.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WILDFIRE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

This insurance does not apply to any liability arising directly or indirectly out of:

1. Uncontrolled and widespread wildfire, including, but not limited to injury to, or destruction of, standing timber or timberlands or damage to real or personal property arising out of landscaping operations performed by or for any insured;
2. Landslides, mudslides, floods resulting from any wildfire; or
3. Fire-fighting expenses.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WILDFIRE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any liability arising directly or indirectly out of:

1. Uncontrolled and widespread wildfire, including, but not limited to injury to, or destruction of, standing timber or timberlands or damage to real or personal property arising out of landscaping operations performed by or for any insured;
2. Landslides, mudslides, floods resulting from any wildfire; or
3. Fire-fighting expenses.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE DIACETYL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any liability arising out of diacetyl or substances or materials containing diacetyl.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FETAL ALCOHOL SYNDROME AND FETAL ALCOHOL EFFECTS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

A. SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Fetal Alcohol and Fetal Alcohol Effects

This insurance does not apply to any liability arising out of “fetal alcohol syndrome” including, but not limited to, any failure to advertise, instruct, recommend or advise of the effects of alcohol consumption during pregnancy.

B. For the purpose of this endorsement, the following definition is added to the **Definitions Section:**

“Fetal alcohol syndrome” means the manifestation of growth, mental or physical birth defects associated with the mother’s alcohol use during pregnancy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FETAL ALCOHOL SYNDROME AND FETAL ALCOHOL EFFECTS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION III – EXCLUSIONS is amended to include the following Section:

Fetal Alcohol and Fetal Alcohol Effects

This insurance does not apply to any liability arising out of “fetal alcohol syndrome” including, but not limited to, any failure to advertise, instruct, recommend or advise of the effects of alcohol consumption during pregnancy.

B. For the purpose of this endorsement, the following definition is added to the **Definitions** Section:

“Fetal alcohol syndrome” means the manifestation of growth, mental or physical birth defects associated with the mother’s alcohol use during pregnancy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION -- FIELD OF ENTERTAINMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to:

1. Any liability arising out of the “Insured’s” “entertainment business” as a result of one or more of the following: libel, slander, defamation, invasion of right of privacy, idea misappropriation, infringement of copyright or common law property rights in literary or musical material, plagiarism, unauthorized use of title, formats, ideas, characters, pilots or other program material or piracy; or
2. “Bodily injury” to any person while said person is practicing for or participating as a player, entertainer, or musician in any show, theatrical performance or exhibition.

B. For the purpose of this endorsement, the following definition is added to the **Definitions** Section:

“Entertainment business” means:

1. The conceptualization, pre-production, distribution, promotion or exhibition of motion pictures, radio or television programs, audio/visual or multimedia recordings (including pre-recorded materials), commercial advertisements, transcriptions, sheet music or other similar properties;
2. The conduct of any players, entertainers, or musicians in any show, theatrical performance or exhibition;
3. The ownership, operation, maintenance or use of theaters and other exhibition media; or
4. The ownership, operation, maintenance or use of merchandising programs, advertising or publicity materials, characters or ideas.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FINANCIAL INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.1.) is deleted in its entirety and replaced by the following:

1. Aircraft, Watercraft, Auto And Railroad Vehicle

This insurance does not apply to “bodily injury” or “property damage” arising out of the ownership, maintenance, use, including operation, “loading or unloading”, or entrustment of others of any:

- a. Aircraft, watercraft or railroad vehicle in which the “Insured” has any financial interest;
- b. Aircraft, watercraft or railroad vehicle owned by the “Insured” or rented to the “Insured” without a crew;
- c. Off-lease aircraft, watercraft, “auto” or railroad vehicle;
- d. Aircraft, watercraft, “auto” or railroad vehicle repossessed by the “Insured”; or
- e. “Auto” leased to the “Insured” by others.

SECTION IV- EXCLUSIONS (B.) is amended to include the following:

1. This insurance does not apply to “bodily injury” or “property damage” to or arising out of any property, except real property, held by or in the care, custody or control of the “Insured” while the “Insured” is acting in any “fiduciary capacity”.
2. This insurance does not apply to “property damage” to money; currency; coin; bank notes; Federal Reserve notes; postage and revenue stamps; savings stamps; savings bonds; bullion; precious metals of all kinds and in any form; articles made from such precious metals; jewelry; watches; necklaces; bracelets; gems; precious and semi-precious stones; bonds; securities; evidences of debts; debentures; script; certificates; receipts; warrant rights; transfers; coupons; drafts; bills of exchange; acceptances; notes; checks; withdrawal orders; money orders; travelers checks; letters of credit; bills of lading; abstracts of title; insurance policies and assignments of such policies; deeds; mortgages upon real estate and/or upon chattels and upon interests therein and assignments of such mortgages and instruments; other valuable papers and documents and all other instruments similar to or in the nature of the foregoing.
3. This insurance does not apply to any damages, financial loss, loss of profits, inadequate value, diminution in value or out of pocket expenses arising out of any act, error, mistake or omission of any “Insured” or any agent or sub-agent of any “insured” while acting in any “fiduciary capacity”.

SECTION VII – DEFINITIONS is amended to include the following additional definition:

“Fiduciary capacity” means, but is not limited to, the following:

- a. Administrator; executor; trustee under will or personal trust agreement; committees for incompetents; guardian; any agent or sub-agent for any of the foregoing; custodian of securities; manager of real or personal property; or
- b. Interest or divided disbursing agent; paying agent; fiscal agent; transfer agent; Registrar; agent for voting trustee; warrant agent; depository; agent or committee of holders of stock or securities; escrow agent; trustee under bond indenture; sinking fund agent; receiver or trustee appointed by any court in receivership; bankruptcy or re-organization proceedings, or any similar trust or representative capacity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Automobile Liability

When insurance for "bodily injury" or "property damage" is provided by an automobile liability policy listed in the scheduled "underlying insurance," coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of scheduled "underlying insurance," subject to the "policy period," limits of insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Coverage provided by this policy will be no broader than the coverage provided by scheduled "underlying insurance."

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM CAMPS AND CLUBS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

Except to the extent coverage is available to the “insured” in the “underlying insurance” and for the full limits of liability shown therein, this insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. The ownership, maintenance, operation, use or entrustment to others of saddle animals;
2. The providing or failing to provide:
 - a. Medical, surgical, dental, x-ray or nursing service treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction;
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming; or
 - d. Any service or advice relating to physical fitness, including services or advice in connection with diet, cardio-vascular fitness, body building or physical training programs.
3. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
4. The handling or treatment of dead bodies; or
5. Any contest, exhibition, or exercise of an athletic or sports-related nature.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM CAMPS AND CLUBS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Except to the extent coverage is available to the “insured” in the “underlying insurance” and for the full limits of liability shown therein, this insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. The ownership, maintenance, operation, use or entrustment to others of saddle animals;
2. The providing or failing to provide:
 - a. Medical, surgical, dental, x-ray or nursing service treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction;
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming; or
 - d. Any service or advice relating to physical fitness, including services or advice in connection with diet, cardio-vascular fitness, body building or physical training programs.
3. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
4. The handling or treatment of dead bodies; or
5. Any contest, exhibition, or exercise of an athletic or sports-related nature.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FOLLOW FORM CARE, CUSTODY OR CONTROL
ENDORSEMENT (PERSONAL PROPERTY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.5.) Damage to Property, is amended to include the following:

Item d. of this exclusion does not apply if insurance for such “property damage” is provided by a policy listed in the schedule of “underlying insurance”. The insurance provided by this policy will not be broader than the insurance coverage provided by the policy listed in the “underlying insurance”. Any conditions or exclusions in such policy of “underlying insurance” that limit or restrict the insurance coverage shall also limit and restrict the coverage provided under this policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FOLLOW FORM CARE, CUSTODY OR CONTROL
ENDORSEMENT (PERSONAL PROPERTY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III - EXCLUSIONS (6. Damage to Property), is amended to include the following:

Item d. of this exclusion does not apply if insurance for such "property damage" is provided by a policy listed in the schedule of "underlying insurance". The insurance provided by this policy will not be broader than the insurance coverage provided by the policy listed in the "underlying insurance". Any conditions or exclusions in such policy of "underlying insurance" that limit or restrict the insurance coverage shall also limit and restrict the coverage provided under this policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FOLLOW FORM CONTRACTUAL LIABILITY
(INSURING AGREEMENT B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.3. Contractual Liability) is amended to include the following:

This exclusion does not apply to the extent that such coverage is provided by “underlying insurance” or would have been provided but for the exhaustion of the applicable limits of “underlying insurance” by the payment of “loss” covered by this policy; provided, however, that coverage provided by this policy will be no broader than coverage provided by “underlying insurance”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM EMPLOYERS' LIABILITY & STOP GAP ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Employers' Liability

This insurance does not apply to "bodily injury" to any "employee" of the "insured" arising out of and in the course of the "employee's" employment by the "insured". However, if insurance for such "bodily injury" is provided by a policy listed in the scheduled "underlying insurance":

1. The above exclusion shall not apply; and
2. Coverage under this policy for such "bodily injury" will follow the terms, definitions, conditions and exclusions of scheduled "underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by the scheduled "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FOLLOW FORM GENETICALLY MODIFIED ORGANISM
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION III - EXCLUSIONS, is amended to include the following:

Herbicide, Pesticide or Fertilizer Application

This insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of the presence of any "genetically modified organism".

However, this exclusion shall not apply if coverage is provided by a policy listed in the scheduled "underlying insurance". Coverage under this policy for such "bodily injury", "property damage", or "personal and advertising injury" will follow the terms, definitions, conditions and exclusions of scheduled "underlying insurance", subject to the "policy period", "limits of insurance" and premium of this policy. Coverage provided by this policy will not be broader than the coverage provided by scheduled "underlying insurance".

B. For purposes of this exclusion, SECTION VI – DEFINITIONS is amended to include the following additional definitions:

"Genetically modified organism" means a plant, seed or grain that has been altered by "genetic engineering".

"Genetic engineering" means the manipulation of an organism's genetic endowment by introducing or eliminating specific genes.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM HERBICIDE, PESTICIDE, OR FERTILIZER APPLICATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Herbicide, Pesticide or Fertilizer Application

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of the application of or failure to apply herbicides, pesticides, fertilizers, or other similar chemicals.

However, this exclusion shall not apply if coverage is provided by a policy listed in the scheduled “underlying Insurance”. Coverage under this policy for such “bodily injury”, “property damage”, or “personal and advertising injury” will follow the terms, definitions, conditions and exclusions of scheduled “underlying insurance”, subject to the “policy period”, “limits of insurance” and premium of this policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM INCIDENTAL MEDICAL MALPRACTICE ENDORSEMENT (OCCURRENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to “bodily injury” or “personal and advertising injury” arising out of “incidental medical malpractice”. However, if insurance for such “bodily injury” or “personal and advertising injury” is provided by scheduled “underlying insurance”, this insurance shall follow the conditions and exclusions of scheduled “Underlying Insurance” except with respect to limits of insurance, retentions, deductibles, cancellation/non-renewal, duty to defend and premium. In the event the applicable “underlying insurance” does not define “incidental medical malpractice” the definition set forth in this endorsement shall apply.

The insurance provided by this policy will not be broader than the insurance coverage provided by scheduled “underlying insurance”.

B. The following definition is added to the **Definitions** Section:

“Incidental medical malpractice” means injury arising out of the rendering of or failure to render the following services:

1. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM INDUSTRIAL AID AIRCRAFT AND MARINE LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The **Aircraft or Watercraft Exclusion** under **SECTION III – EXCLUSIONS** is amended to include the following exception to the Exclusion:

This exclusion does not apply to Industrial Aid Aircraft or Marine Liability, if an endorsement providing coverage for such Industrial Aid Aircraft and/or Marine Liability is attached to this policy. Such coverage afforded under this provision shall be subject to the terms, definitions, conditions and exclusions of such Industrial Aid Aircraft or Marine Liability endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM CONTRACTUAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS (4. Contractual Liability) is amended to include the following:

This exclusion does not apply to the extent that such coverage is provided by “underlying insurance” or would have been provided but for the exhaustion of the applicable limits of “underlying insurance” by the payment of loss covered by this policy; provided, however, that coverage provided by this policy will be no broader than coverage provided by “underlying insurance.”

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PREMISES OR PROJECT LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

This insurance applies only to liability for covered injury or damage arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

SCHEDULE

Premises:

Project(s):

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PREMISES OR PROJECT LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

With respect to all Coverages, this insurance applies only to liability for covered injury or damage arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

SCHEDULE

Premises:

Project(s):

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTO NO-FAULT, UNINSURED AND UNDERINSURED MOTORIST

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION IV – EXCLUSIONS (A.4.) is amended to include the following:

Miscellaneous Laws

- C. Any “auto” no-fault law, any uninsured or underinsured motorist law, any personal injury protection law or similar law.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTO NO-FAULT, UNINSURED AND UNDERINSURED MOTORIST

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION III – EXCLUSIONS (20. Miscellaneous Laws) is amended to include the following:

- C. Any “auto” no-fault law, any uninsured or underinsured motorist law, any personal injury protection law or similar law.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CHROMIUM COPPER ARSENATE (“CCA”)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of or in any way related to the discharge, dispersal, seepage, migration, release, escape, spill, leak, handling, manufacture, installation, use, sale, handling, removal, distribution, inhalation, remediation, monitoring, testing, investigation, detoxification, consumption of, disposal of, storage of or exposure to any chemical or product or wastes containing Chromium Copper Arsenate (CCA) or which has the same chemical formulary, or which is generally known in the chemical trade as having a substantially similar formulation, structure, or function by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Description Of Designated Operation(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Designated Operations

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the premises, operations, products or activities arising out of the operations shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Description Of Designated Operation(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION III – EXCLUSIONS is amended to include the following:

Designated Operations

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the premises, operations, products or activities arising out of the operations shown in the Schedule above.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Description Of Designated Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION IV – EXCLUSIONS is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the premises, operations, products or activities of any person or organization shown in the Schedule above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Description Of Designated Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the premises, operations, products or activities of any person or organization shown in the Schedule above.

All other terms and conditions of this policy remain unchanged.

This endorsement modifies insurance provided under the following:

SCHEDULE

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

1. The ownership, maintenance or use of the premises shown in the Schedule above or any property located on those premises;
2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

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This endorsement modifies insurance provided under the following:

SCHEDULE

Designated Premises:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION III – EXCLUSIONS is amended to include the following;

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of

1. The ownership, maintenance or use of the premises shown in the Schedule above or any property located on those premises;
2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PRODUCTS (YOUR PRODUCT / YOUR WORK)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

Designated Product(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to the **Exclusions** Section:

Only with respect to “your product” or “your work” designated in the Schedule above, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury”:

1. Arising out of the “products-completed operations hazard”; or
2. Assumed by the “insured” under any contract or agreement and included within the “products-completed operations hazard.”

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DRUG OR MEDICINE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Any liability, injury, damage, expense, loss cost or legal obligation:

1. Included within the “products completed operations hazard” with respect to any drug or medicine manufactured, sold, handled, distributed or disposed of by or for the “insured”, including any container, warranty, representation, or instruction for use related to such drug or medicine; or
2. Assumed by the “insured” under any contract or agreement that indemnifies a person or organization for liability with respect to Paragraph 1. above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DRUG OR MEDICINE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any liability, injury, damage, expense, loss cost or legal obligation:

1. Included within the “products completed operations hazard” arising out of any drug or medicine manufactured, sold, handled, distributed or disposed of by or for the “insured”, including any container, warranty, representation, or instruction for use related to such drug or medicine; or
2. Assumed by the “insured” under any contract or agreement that indemnifies a person or organization for liability with respect to Paragraph 1. above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DRUGGISTS PROFESSIONAL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Druggists Professional

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the providing of or failing to provide professional health care services as a druggist or pharmacist.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DRUGGISTS PROFESSIONAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS is amended to include the following:

Druggists Professional

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the providing of or failing to provide professional health care services as a druggist or pharmacist.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – E.COLI

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

E. coli.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged ingestion of, contact with, exposure to, existence of, or presence of any "E. coli" regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "bodily injury", "property damage" or "personal and advertising injury"

"E. coli" means any type or form of Bacterium Escherichia including but not limited to E. coli 0157, H7, E. coli infections, Escherichia coli, and E. coli bacteria.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Electronic Professional Liability

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the providing or failing to provide any services of a professional nature by or on behalf of the "insured", including but not limited to the selling, licensing, franchising, furnishing, or advising regarding use of the "insured's" hardware or software products, including electronic data processing programs, designs, specifications, manuals and instructions.

This exclusion also applies to any "bodily injury", "property damage" or "personal and advertising injury" assumed by the "insured" under any contract or agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Electronic Professional Liability

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the providing or failing to provide any services of a professional nature by or on behalf of the "insured", including but not limited to the selling, licensing, franchising, furnishing, or advising regarding use of the "insured's" hardware or software products, including electronic data processing programs, designs, specifications, manuals and instructions.

This exclusion also applies to any "bodily injury", "property damage" or "personal and advertising injury" assumed by the "insured" under any contract or agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMINENT DOMAIN

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Eminent Domain

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to the application of the principles of eminent domain, condemnation proceedings, inverse condemnation, or reverse condemnation, by whatever name called, regardless of whether any claim or "suit" is made directly against the "insured" or by virtue of any contract or agreement entered into by or on behalf of the "insured."

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMINENT DOMAIN

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Eminent Domain

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to the application of the principles of eminent domain, condemnation proceedings, inverse condemnation, or reverse condemnation, by whatever name called, regardless of whether any claim or "suit" is made directly against the "insured" or by virtue of any contract or agreement entered into by or on behalf of the "insured."

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYERS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS (11. Employers' Liability) is deleted and replaced by the following:

11. Employers' Liability

This insurance does not apply to "bodily injury" to an "employee" of the "insured" arising out of and in the course of employment by the "insured" or performing duties related to the conduct of the "insured's" business, or the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies to all claims and "suits" by any person or organization for damages including damages for care and loss of services, whether the "insured" may be held liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYERS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The policy is amended as follows:

SECTION IV – EXCLUSIONS (B.9.) is deleted and replaced by the following:

9. Employers Liability

This insurance does not apply to “bodily injury” to an “employee” of the “insured” arising out of and in the course of employment by the “insured” or performing duties related to the conduct of the “insured’s” business, or the spouse, child, parent, brother or sister of that “employee” as a consequence of such “bodily injury”.

This exclusion applies to all claims and “suits” by any person or organization for damages including damages for care and loss of services, whether the “insured” may be held liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the “bodily injury”.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FEDERAL EMPLOYEES’ LIABILITY ACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Federal Employees’ Liability Act

This insurance does not apply to any liability imposed upon the “insured” or assumed by the “insured” under any contract or agreement with respect to any claim made or “suit” brought against the “insured” or any indemnitee under the Federal Employers’ Liability Act (45 U.S. Code, Sections 51-60) including any amendments or revisions thereto.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FEDERAL EMPLOYEES’ LIABILITY ACT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Federal Employees’ Liability Act

This insurance does not apply to any liability imposed upon the “insured” or assumed by the “insured” under any contract or agreement with respect to any claim made or “suit” brought against the “insured” or any indemnitee under the Federal Employers’ Liability Act (45 U.S. Code, Sections 51-60) including any amendments or revisions thereto.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FINANCIAL INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Financial Institutions Exclusion

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. Operations or properties over which the “insured” exercises control in a “fiduciary” capacity
2. The ownership, operation, maintenance or use of any property in which the “insured” holds a security or financial interest because of loans made in connection therewith;
3. Injury to or destruction of any real or personal property held by, deposited with, entrusted to, or otherwise in the care, custody or control of the “insured”;
4. Any actual or alleged breach of duty, negligent act, error, omission or neglect in performing or failing to perform professional services for others by or on behalf of the “insured”, including but not limited to:
 - a. Providing financial, economic, or investment advice or advisory or management services;
 - b. Acting as an insurance agent, insurance broker, or general insurance agent;
 - c. Acting as a mortgagee, mortgage servicing agent, or “fiduciary” with regard to deeds of trust or mortgages;
 - d. Acting as an escrow company or escrow agent;
 - e. Electronic data processing; or administering estates or trusts or managing real or personal property of others.
5. Failure to comply with the following:
 - a. Section 130, Civil Liberty, of Title 1 (Truth in Lending Act) of the Consumer Protection Act (Public Law 90-321:82 Stat 146 et seq);
 - b. The Financial Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA), including any amendments or revisions thereto, or any similar state or federal statute, law, regulation or order issued pursuant to the foregoing.
 - c. The provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, including any amendments or revisions thereto, or any similar state or federal statute, law, regulation or order issued pursuant to any of the foregoing.
 - d. The Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204, 116 Stat. 745), also known as the Public Company Accounting Reform and Investor Protection Act of 2002, including any amendments or revisions thereto, or any similar state or federal statute, law, regulation or order issued pursuant to any of the foregoing.
 - e. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) commonly known as the USA PATRIOT Act, including any amendments or revisions thereto, or any similar state or federal statute, law, regulation or order issued pursuant to any of the foregoing.
 - f. Rules, regulations and economic and trade sanctions administered or enforced by the Office of Foreign Assets Control (“OFAC”) of the US Department of the Treasury.

For the purpose of this endorsement, the following definition applies:

“Fiduciary” means any operation conducted by or on behalf of the “insured” relating to or involving a confidence or trust, including but not limited to acting as an administrator, executor, trustee under will or trust agreement, guardian, custodian, mortgage servicing agent, escrow agent or other similar trust or representative capacity.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FINANCIAL INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Financial Institutions Exclusion

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. Operations or properties over which the “insured” exercises control in a “fiduciary” capacity
2. The ownership, operation, maintenance or use of any property in which the “insured” holds a security or financial interest because of loans made in connection therewith;
3. Injury to or destruction of any real or personal property held by, deposited with, entrusted to, or otherwise in the care, custody or control of the “insured”;
4. Any actual or alleged breach of duty, negligent act, error, omission or neglect in performing or failing to perform professional services for others by or on behalf of the “insured”, including but not limited to:
 - a. Providing financial, economic, or investment advice or advisory or management services;
 - b. Acting as an insurance agent, insurance broker, or general insurance agent;
 - c. Acting as a mortgagee, mortgage servicing agent, or “fiduciary” with regard to deeds of trust or mortgages;
 - d. Acting as an escrow company or escrow agent;
 - e. Electronic data processing; or Administering estates or trusts or managing real or personal property of others.
5. Failure to comply with the following:
 - a. Section 130, Civil Liberty, of Title 1 (Truth in Lending Act) of the Consumer Protection Act (Public Law 90-321:82 Stat 146 et seq);
 - b. The Financial Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA), including any amendments or revisions thereto, or any similar state or federal statute, law, regulation or order issued pursuant to the foregoing.
 - c. The provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, including any amendments or revisions thereto, or any similar state or federal statute, law, regulation or order issued pursuant to any of the foregoing.
 - d. The Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204, 116 Stat. 745), also known as the Public Company Accounting Reform and Investor Protection Act of 2002, including any amendments or revisions thereto, or any similar state or federal statute, law, regulation or order issued pursuant to any of the foregoing.
 - e. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) commonly known as the USA PATRIOT Act, including any amendments or revisions thereto, or any similar state or federal statute, law, regulation or order issued pursuant to any of the foregoing.
 - f. Rules, regulations and economic and trade sanctions administered or enforced by the Office of Foreign Assets Control (“OFAC”) of the US Department of the Treasury.

For the purpose of this endorsement, the following definition applies:

“Fiduciary” means any operation conducted by or on behalf of the “insured” relating to or involving a confidence or trust, including but not limited to acting as an administrator, executor, trustee under will or trust agreement, guardian, custodian, mortgage servicing agent, escrow agent or other similar trust or representative capacity.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FOREIGN LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to any “bodily injury,” “property damage,” “personal and advertising injury” or any other injury or damage that occurs outside the United States of America, its territories and possessions, Puerto Rico and Canada.

DEFINITION 5. (Coverage Territory) is amended to exclude anywhere except the United States of America, its territories and possessions, Puerto Rico and Canada.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FOREIGN LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any “bodily injury,” “property damage,” “personal and advertising injury” or any other injury or damage that occurs outside the United States of America, its territories and possessions, Puerto Rico and Canada.

DEFINITION 5. (Coverage Territory) is amended to exclude anywhere except the United States of America, its territories and possessions, Puerto Rico and Canada.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FORMALDEHYDE (COVERAGES A AND B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Formaldehyde

This insurance does not apply to “Bodily injury”, “property damage” or “personal and advertising injury” arising out of or in any way related to the discharge, dispersal, seepage, migration, release, escape, spill, leakage, handling, manufacture, installation, use, sale, removal, distribution, remediation, monitoring, testing, investigation, detoxification, consumption, dermal absorption, ingestion, inhalation of, disposal of, storage of or exposure to any chemical or product or wastes containing formaldehyde or which has the same chemical formulary, or which is generally known in the chemical trade as having a substantially similar formulation, structure, or function by whatever name manufactured, formulated, structured, sold or distributed, including but not limited to methanal, methylene oxide, oxymethylene, methylaldehyde or oxomethane.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FORMALDEHYDE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Formaldehyde

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of or in any way related to the discharge, dispersal, seepage, migration, release, escape, spill, leakage, handling, manufacture, installation, use, sale, removal, distribution, remediation, monitoring, testing, investigation, detoxification, consumption, dermal absorption, ingestion, inhalation of, disposal of, storage of or exposure to any chemical or product or wastes containing formaldehyde or which has the same chemical formulary, or which is generally known in the chemical trade as having a substantially similar formulation, structure, or function by whatever name manufactured, formulated, structured, sold or distributed, including but not limited to methanal, methylene oxide, oxymethylene, methylaldehyde or oxomethane.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HEALTHCARE SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The EXCLUSIONS SECTION is amended to include the following:

This insurance does not apply to:

- a. “bodily injury”, “property damage” or “personal and advertising injury” arising out of the providing of or failing to provide health care services, treatment, advice or instruction;
- b. any injury or damage sustained by a “patient”;
- c. “bodily injury”, “property damage” or “personal and advertising injury” arising out of the providing of or failing to provide any service by any person as a member of a formal accreditation or similar professional board or committee of any “insured”, or as a person charged with the duty of executing directives of any such board or committee.

As used in this endorsement “patient” means any person under the care of or receiving health care services from any “insured” or any other person or organization operating on behalf of any “insured”.

Health care services include but are not limited to:

- 1) medical, surgical, dental, diagnostic or nursing services;
- 2) the detection, diagnosis or treatment of any sickness, disease, condition or injury;
- 3) the furnishing, dispensing or administering of drugs, medicines or vaccines;
- 4) the furnishing, dispensing or administering of medical, surgical or dental supplies, devices or appliances;
- 5) the evaluation of any person’s response to treatment or medication;
- 6) advisory services or counseling for mental health, substance abuse or addiction;
- 7) physiotherapy, chiropractic or chiropody;
- 8) optometry or optical services, including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses or similar products;
- 9) hearing aid services, including the prescribing, preparation, fitting, demonstration or distribution of hearing aids;
- 10) cosmetic or appearance enhancement services, including skin treatments and hair removal or replacement;
- 11) any service, treatment, advice or instruction relating to physical fitness, including those in connection with diet, cardiovascular fitness, body building or physical training programs;
- 12) the handling or treatment of dead bodies, including autopsies or organ donation; and
- 13) the handling or distribution of any blood products.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INSURANCE AND RELATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The **EXCLUSIONS SECTION** is amended to include the following:

This insurance does not apply to any injury, damage, expense, loss, cost, liability or legal obligation:

1. With respect to any contract or treaty of insurance, reinsurance, suretyship, bond, annuity endowment or employee benefit plan, including applications, receipts or binders involving:
 - a. Any obligation assumed by any "insured"; or
 - b. The failure to discharge, or the improper discharge of any obligation or duty, contractual or otherwise;
2. Arising out of membership in or contribution to any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary;
3. Arising out of the providing or failing to provide professional services in:
 - a. Advising, inspecting, reporting or making recommendations in the "insured's" capacity as an insurance company, consultant, broker, agent or representative thereof;
 - b. Effecting insurance, reinsurance or suretyship coverages;
 - c. Investigating, defending or settling any claim under any contract of insurance, self- insurance, reinsurance or suretyship;
 - d. Auditing of accounts or records of others;
 - e. Conducting an investment, loan or real estate department or operation;
 - f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds or other similar activities; or
 - g. Performing any claim, investigative, adjustment, engineering or inspection service for a fee;
4. Arising out of the performance of, or failure to perform, safety inspections or loss control services;
5. As a result of the cancellation of or refusal to issue any contract of insurance, annuity bond or financial guarantee;
6. As a result of the adjustment of or failure to adjust any claim or loss presented to or handled by the "insured", or any agent, officer or other "employee" of the "insured", with respect to any contract of insurance, self- insurance, reinsurance, annuity or bond issued, or alleged to have been issued, by you;
7. Arising out of the administration of a self-insurance program of any person, firm or organization; provided, however, this exclusion shall not apply to injury or damage caused by any agent, officer or other "employee" of yours while actually engaged in administration of any such program;
8. Imposed upon the "insured" for injury to a policyholder or applicant for insurance with you, caused by or arising out of the providing or failing to provide professional services to such policyholder or applicant; or
9. Imposed upon the "insured" as a consequence of a breach of professional duty on the part of an agent or broker of yours.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.11.) is deleted and replaced by the following:

11. Liquor Liability

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of any liability of any “Insured” by reason of:

- a.** Causing or contributing to the intoxication of any person or
- b.** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c.** Any, statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS (14.) is deleted and replaced by the following:

14. Liquor Liability

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of any liability of any “Insured” by reason of:

- a.** Causing or contributing to the intoxication of any person or
- b.** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c.** Any, statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MARINE EMPLOYERS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The **EXCLUSIONS SECTION** is amended to include the following:

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” to any “insured” arising out of any Workers’ Compensation or Employers’ Liability laws including but not limited to Jones Act or Longshore & Harbor Workers’ Compensation Act (including any amendments, revisions or extensions thereto and any rules or regulations promulgated thereunder).

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MTBE (COVERAGE B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (B.) is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of, resulting from or in any way related to actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, spill, leak, handling, sale, distribution, manufacture, remediation, disposal, monitoring, testing, investigation, treatment, neutralization or detoxification of Methyl-Tertiary-Butyl Ether or Methyl-Tert-Butyl Ether (“MTBE”); or any product, substance, or wastes containing MTBE; or any daughter or degradation products of MTBE.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for MTBE related “bodily injury”, “property damage” or “personal and advertising injury”.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MTBE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of, resulting from or in any way related to actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, spill, leak, handling, sale, distribution, manufacture, remediation, disposal, monitoring, testing, investigation, treatment, neutralization or detoxification of Methyl-Tertiary-Butyl Ether or Methyl-Tert-Butyl Ether (“MTBE”); or any product, substance, or wastes containing MTBE; or any daughter or degradation products of MTBE.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for MTBE related “bodily injury”, “property damage” or “personal and advertising injury”.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OCIP/CCIP/WRAP-UP

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The **EXCLUSIONS SECTION** is amended to include the following:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of any project insured under an Owner Controlled Insurance Program (O.C.I.P), Contractor Controlled Insurance Program (C.C.I.P), or wrap-up program or any similar program or rating plan.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS/COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.) is amended to include the following:

Products Completed Operations Hazard:

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury”:

1. Arising out of the “products-completed operations hazard”; or
2. Assumed by the “insured” under any contract or agreement and included within the “products-completed operations hazard.”

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – THERAPEUTIC OR COSMETIC SERVICES

This Endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The **EXCLUSIONS SECTION** is amended to include the following:

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of the providing or failure to provide any service, treatment, advice or instruction associated with:

1. Appearance or skin enhancement;
2. Hair removal or replacement;
3. Personal grooming;
4. Tanning;
5. Weight loss;
6. Addiction; or
7. Any other therapeutic or cosmetic services, treatments, advice or instruction.

This exclusion shall not apply to:

1. Hair styling or cutting; or
2. Manicure or pedicure services.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WATER SPORTS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The **EXCLUSIONS SECTION** is amended to include the following:

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rental, ownership, maintenance, use or entrustment to others of:

1. Jet skis;
2. Parasailing equipment;
3. Watergliding equipment; or
4. Any other water sports equipment.

All other terms and conditions of this policy remain unchanged

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM ENDORSEMENT (WITH SHAVING OF LIMITS)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

It is agreed that this policy will follow the exact warranties, terms, conditions, exclusions and limitations contained in the "underlying insurance" listed in the Schedule of "Underlying Insurance", except with respect to:

1. The Items addressed in the Declarations of this policy.
2. A sub-limit of liability in any "underlying insurance". "underlying limits of insurance" will not be reduced by the existence of a sub-limit of liability in any "underlying insurance".
3. Any endorsement(s) attached to this policy.

Nothing contained in this endorsement will obligate us to pay a loss or provide a duty to assume charge of the investigation, settlement or defense of any claims made, "suit" brought or proceeding instituted against the insured before the exhaustion of the applicable "underlying limits of insurance" by the payment of judgments or settlements by the insured or the "underlying insurer".

Notwithstanding any of the above, the coverage provided by this policy will be no broader than the coverage provided by the "underlying insurance".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM – FAILURE TO SUPPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The following exclusion is added to the **Exclusions** Section:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the failure of any “insured” to adequately supply gas, oil, water, fuel, electricity or steam.

However, this exclusion shall not apply if coverage is provided by a policy listed in the scheduled “underlying insurance”. Coverage under this policy for such “bodily injury”, “property damage”, “personal and advertising injury” will follow the terms, definitions, conditions and exclusions of the scheduled “underlying insurance”, subject to the “policy period”, limits of insurance and premium of this policy. Coverage provided by this policy will be no broader than the coverage provided by scheduled “underlying insurance”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM – FELLOW EMPLOYEE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION IV – WHO IS AN INSURED is amended to add the following:

Fellow Employees, while in the course of their employment or performing duties related to the conduct of your business are "insureds" for "bodily injury" or "personal and advertising injury", but only if insurance for such "bodily injury" or "personal and advertising injury" is provided by a policy listed in the Schedule of "underlying insurance". The insurance provided by this policy will not be broader than the insurance coverage provided by such policy of "underlying insurance". Any conditions or exclusions in such policy of "underlying insurance" that limit or restrict the insurance coverage provided thereunder shall also limit and restrict the coverage provided under this policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM – MISDELIVERY OF LIQUID PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The following exclusion is added to the **Exclusions** Section:

This insurance does not apply to “bodily injury” or “property damage” arising out of the delivery of any liquid product into a wrong receptacle or to a wrong address if the “bodily injury” or “property damage” occurs after such operations have been completed or abandoned at the site of such delivery.

Operations which may require further service, maintenance, correction, repair or replacement of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.

However, this exclusion shall not apply if coverage is provided by a policy listed in the scheduled “underlying insurance”. Coverage under this policy for such “bodily injury”, “property damage”, “personal and advertising injury” will follow the terms, definitions, conditions and exclusions of the scheduled “underlying insurance”, subject to the “policy period”, limits of insurance and premium of this policy. Coverage provided by this policy will be no broader than the coverage provided by scheduled “underlying insurance”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM – PUBLISHERS AND PRINTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

This insurance does not apply to any liability arising out of the utterance or dissemination of any printed or published matter or any material used to prepare any printed or published matter whether or not such material is actually printed or published.

However, this exclusion shall not apply if coverage is provided by a policy listed in the scheduled “underlying insurance”. Coverage under this policy for such “bodily injury”, “property damage”, “personal and advertising injury” will follow the terms, definitions, conditions and exclusions of the scheduled “underlying insurance”, subject to the “policy period”, limits of insurance and premium of this policy. Coverage provided by this policy will be no broader than the coverage provided by scheduled “underlying insurance”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FOLLOW FORM – SEED MERCHANTS ERRONEOUS
DELIVERY OR MIXTURE AND RESULTING FAILURE OF
SEED TO GERMINATE**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The following exclusion is added to the **Exclusions** Section:

This insurance does not apply to “property damage” arising out of:

1. The erroneous delivery or seed, which includes:
 - a. The failure to deliver seed;
 - b. The failure of wrong seed; or
 - c. The delivery of seed at the wrong time or season
2. An error in mechanical mixture of seed; or
3. The failure of seed to germinate.

However, this exclusion shall not apply if coverage is provided by a policy listed in the scheduled “underlying insurance”. Coverage under this policy for such “bodily injury”, “property damage”, “personal and advertising injury” will follow the terms, definitions, conditions and exclusions of the scheduled “underlying insurance”, subject to the “policy period”, limits of insurance and premium of this policy. Coverage provided by this policy will be no broader than the coverage provided by scheduled “underlying insurance”.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOW FORM – TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

The following exclusion is added to the **Exclusions** Section:

This insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" or any other loss, cost or expense, including but not limited to, inspection costs, surveillance costs, slaughter costs and costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by any form of Transmissible Spongiform Encephalopathy (TSE), including, but not limited to Bovine Spongiform Encephalopathy (BSE), Chronic Wasting Disease (CWD), Creutzfeldt-Jakob Disease, New Variant Creutzfeldt-Jakob Disease (nv_CJD), Scrapie or Transmissible Mink Encephalopathy, regardless of any other cause, event, material or product that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense as long as any form of TSE either directly or solely results in, or initiates the sequence of events that results in such loss, injury, damage, cost or expense.

TSE includes but is not limited to any loss, injury, damage, cost or expense which is related to or contributed to, caused or accelerated by or results from any form of TSE, or any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection therewith.

However, this exclusion shall not apply if coverage is provided by a policy listed in the scheduled "underlying insurance". Coverage under this policy for such "bodily injury", "property damage", "personal and advertising injury" will follow the terms, definitions, conditions and exclusions of the scheduled "underlying insurance", subject to the "policy period", limits of insurance and premium of this policy. Coverage provided by this policy will be no broader than the coverage provided by scheduled "underlying insurance".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOT OR BATCH LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Section II – **Limits of Insurance & Self-Insured Retention** is amended to include the following additional paragraph:

With respect to the “products-completed operations hazard”, all “bodily injury” or “property damage” arising out of one “lot or batch” of products prepared or acquired by you shall be considered as arising out of one “occurrence”. Such “occurrence” shall be subject to the Each Occurrence and Products-Completed Operations Aggregate Limits of this policy shown in **Item 3** of the **DECLARATIONS**.

Notwithstanding the foregoing, it is understood and agreed that nothing in this endorsement shall be interpreted to:

1. provide coverage for “bodily injury” or “property damage” which occurs outside of the “policy period” of this policy;
2. recognize erosion of the limits of scheduled “underlying insurance” as a result of any underlying “lot or batch” provision which provides coverage for “bodily injury” or “property damage” which occurs outside of the “policy period” of this policy;
3. provide a “lot or batch” coverage which is broader than that provided under scheduled “underlying insurance”.

Section VI – **DEFINITIONS** is amended to include the following:

If applicable scheduled “underlying insurance” defines the term “lot or batch”, the term shall have the meaning given to it under applicable scheduled “underlying insurance”.

If scheduled “underlying insurance” does not define “lot or batch”, the term will have the following meaning:

“Lot or batch” means that quantity of a product produced at a single production facility within a single manufacturing cycle and specifically marked with a date, distinctive combination of letters, numbers or symbols, or any combination of any of the foregoing, from which it can be determined that an individual item of the product was produced during that cycle. “Lot or batch” includes:

- a. the handling, selling, distribution, sharing, or disposing of such quantity of products; and
- b. the providing of or failure to provide warnings or instructions for such quantity of products.

All other terms and conditions of this policy shall remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED PERIL AND TIME ELEMENT POLLUTION SELF-INSURED RETENTION ENDORSEMENT FOR AGRICULTURE OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART

SECTION IV – EXCLUSIONS (A.10.) is deleted in its entirety and replaced by the following:

10. Pollution

This insurance does not apply to

- a. Any “bodily injury”, “property damage” or “personal Injury” and “advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” anywhere at any time.
- b. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”, or
- c. Any loss, cost or expense arising out of any claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants”.

However, Paragraph a. of this exclusion will not apply to “bodily injury” or “property damage” arising out of:

- i. Any discharge, dispersal, seepage, migration, release or escape of “pollutants” directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of an “auto” or “mobile equipment” or aircraft, or
- ii. Any discharge, dispersal, seepage, migration, release or escape of “pollutants” and included within the “products-completed operations hazard” provided that “your product” or “your work” has not at any time been:
 - a. Discarded, dumped, abandoned, thrown away, or
 - b. Transported, handled, stored, treated, disposed of or processed as waste, by anyone, or
- iii. Any discharge, dispersal, seepage, migration, release or escape of “pollutants” that meets all of the following conditions:
 - a. It was accidental and neither expected nor intended by the “insured”. This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of pollutants was a result of an attempt by the “insured” to mitigate or avoid a situation where substantial third party “bodily injury” or “property damage” could occur,
 - b. It was demonstrable as having commenced on a specific date during the “policy period”,
 - c. Its commencement became known to the “insured” within (____) calendar days,
 - d. Its commencement was reported in writing to us within (____) calendar days of becoming known to any officer of the “insured”, any manager in your risk management, insurance or legal department, any employee who was authorized by you to give or receive notice of an “occurrence”, claim or “suit”, or any “insured” authorized or responsible to report the commencement, and

- e. Reasonable effort was expended by the “insured” to terminate the discharge, dispersal, seepage, migration, release or escape of “pollutants” as soon as conditions permitted.
- iv. Any discharge, dispersal, seepage, migration, release of “pollutants” arising out of the sale, storage, use or distribution of anhydrous ammonia or liquefied gas or propane.

However, nothing contained in this endorsement will operate to provide any coverage with respect to:

- i. Any site or location principally used by the “insured”, or by others on the “insured’s” behalf, for the handling storage, disposal, dumping, processing or treatment of “waste material”
- ii. Any fines or penalties,
- iii. Any clean up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision iii will not apply to third party clean up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement,
- iv. Acid rain or acid runoff,
- v. Clean-up, removal, containment, treatment, detoxification or neutralization of “pollutants” situated on premises which the “insured” owns, rents, or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said “pollutants”, or
- vi. Any “bodily injury”, “property damage” or “personal and advertising injury”, or any loss, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of “pollutants” in knowing violation of or non-compliance with governmental permits.

For the purpose of this endorsement only, the “self-insured retention” in **ITEM 4.** of the declarations, is amended to include the following additional provision:

\$_____ Each Occurrence (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of “pollutants” covered under this endorsement). This “self-insured retention” will not be reduced by “defense expenses”.

The above “self-insured retention” applies whether or not there is any available scheduled “underlying insurance” or “other insurance”. If there is scheduled “underlying insurance” or “other insurance” applicable to a loss, amounts received through such scheduled “underlying insurance” or “other insurance” for payment of the loss may be applied to reduce or exhaust the above “self-insured retention”. However, in no event will amounts received through such scheduled “underlying insurance” or “other insurance” for the payment of “defense expenses” reduce the above “self-insured retention”.

For purposes of this endorsement only, **Section I – Coverage –3. Defense and Supplementary Payments,** subsection a.is deleted in its entirety and replaced by the following:

- a. We will have no duty to defend any “suit” against the “insured” until the above “self-insured retention” is exhausted by payment of loss. We will, however, have the right, but not the duty, to participate in the defense of any “suit” and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

For purposes of this endorsement only, **Section VII – Definitions** is amended to include the following additional definition:

“Defense expenses” means a payment allocated to defend a specific “suit”, including but not limited to:

1. Attorneys’ fees and all other investigation, loss adjustment and litigation expenses,
2. Premiums on bonds to release attachments,
3. Premiums on appeal bonds required by law to appeal any claim or “suit”,
4. Court costs taxed against the “insured” in any “suit”
5. Pre-judgment interest awarded against the “insured”, and
6. Interest that accrues after entry of judgment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED PERIL AND TIME ELEMENT POLLUTION SELF-INSURED RETENTION ENDORSEMENT FOR AGRICULTURE OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS (16. Pollution) is deleted in its entirety and replaced by the following:

16. Pollution

This insurance does not apply to

- a. Any “bodily injury”, “property damage” or “personal injury” and “advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” anywhere at any time.
- b. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”, or
- c. Any loss, cost or expense arising out of any claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants”.

However, Paragraph a. of this exclusion will not apply to “bodily injury” or “property damage” arising out of:

- i. Any discharge, dispersal, seepage, migration, release or escape of “pollutants” directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of an “auto” or “mobile equipment” or aircraft, or
- ii. Any discharge, dispersal, seepage, migration, release or escape of “pollutants” and included within the “products-completed operations hazard” provided that “your product” or “your work” has not at any time been:
 - a. Discarded, dumped, abandoned, thrown away, or
 - b. Transported, handled, stored, treated, disposed of or processed as waste, by anyone, or
- iii. Any discharge, dispersal, seepage, migration, release or escape of “pollutants” that meets all of the following conditions:
 - a. It was accidental and neither expected nor intended by the “insured”. This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of pollutants was a result of an attempt by the “insured” to mitigate or avoid a situation where substantial third party “bodily injury” or “property damage” could occur,
 - b. It was demonstrable as having commenced on a specific date during the “policy period”,
 - c. Its commencement became known to the “insured” within (____) calendar days,
 - d. Its commencement was reported in writing to us within (____) calendar days of becoming known to any officer of the “insured”, any manager in your risk management, insurance or legal department, any employee who was authorized by you to give or receive notice of an “occurrence”, claim or “suit”, or any “insured” authorized or responsible to report the commencement, and

- e. Reasonable effort was expended by the “insured” to terminate the discharge, dispersal, seepage, migration, release or escape of “pollutants” as soon as conditions permitted.
- iv. Any discharge, dispersal, seepage, migration, release of “pollutants” arising out of the sale, storage, use or distribution of anhydrous ammonia or liquefied gas or propane.

However, nothing contained in this endorsement will operate to provide any coverage with respect to:

- i. Any site or location principally used by the “insured”, or by others on the “insured’s” behalf, for the handling storage, disposal, dumping, processing or treatment of “waste material”
- ii. Any fines or penalties,
- iii. Any clean up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision iii will not apply to third party clean up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement,
- iv. Acid rain or acid runoff,
- v. Clean-up, removal, containment, treatment, detoxification or neutralization of “pollutants” situated on premises which the “insured” owns, rents, or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said “pollutants”, or
- vi. Any “bodily injury”, “property damage” or “personal and advertising injury”, or any loss, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of “pollutants” in knowing violation of or non-compliance with governmental permits.

For the purpose of this endorsement only, the “self-insured retention” in **ITEM 5.** of the declarations, is amended to include the following additional provision:

\$_____ Each Occurrence (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of “pollutants” covered under this endorsement). This “self-insured retention” will not be reduced by “defense expenses”.

The above “self-insured retention” applies whether or not there is any available scheduled “underlying insurance” or “other insurance”. If there is scheduled “underlying insurance” or “other insurance” applicable to a loss, amounts received through such scheduled “underlying insurance” or “other insurance” for payment of the loss may be applied to reduce or exhaust the above “self-insured retention”. However, in no event will amounts received through such scheduled “underlying insurance” or “other insurance” for the payment of “defense expenses” reduce the above “self-insured retention”.

For purposes of this endorsement only, **Section I – Coverage –3. Defense and Supplementary Payments**, subsection a. is deleted in its entirety and replaced by the following:

We will have no duty to defend any “suit” against the “insured” until the above “self-insured retention” is exhausted by payment of loss. We will, however, have the right, but not the duty, to participate in the defense of any “suit” and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

For purposes of this endorsement only, **Section VI – Definitions** is amended to include the following additional definition:

“Defense expenses” means a payment allocated to defend a specific “suit”, including but not limited to:

1. Attorneys’ fees and all other investigation, loss adjustment and litigation expenses,
2. Premiums on bonds to release attachments,
3. Premiums on appeal bonds required by law to appeal any claim or “suit”,
4. Court costs taxed against the “insured” in any “suit”
5. Pre-judgment interest awarded against the “insured”, and
6. Interest that accrues after entry of judgment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. The **Electronic Data exclusion is replaced by the following:**

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **1.** or **2.** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following exclusion is added to the **Exclusions section:**

Solely with respect to "personal and advertising injury", this insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA AMENDATORY ENDORSEMENT (DEFINITION OF POLLUTANTS)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

When a claim or "suit" is brought against an "Insured" in the state of Indiana and/or Indiana law applies, this policy is amended as follows:

The definition of "pollutants" in this policy or in any endorsement to this policy is deleted in its entirety and replaced with the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, gasoline, butane, propane, natural gas, and other fuels, brake fluid, transmission fluid, and other hydraulic fluids, ethylene glycol, methyl tertiary-butyl ether (MTBE), methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel and antifreeze additives, grease, tar, petroleum distillates, and other petroleum products and petroleum hydrocarbons, carbon monoxide, and other exhaust gases, Stoddard solvent, mineral spirits, and other solvents, chromium compounds, emulsions/emulsifiers, naphtha tetrachloroethylene (PCE), perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, methyl isobutyl ketone, methal ethyl ketone, n-butyl acetate, 2-butoxyethanol, hexylene glycol, peroxides, Freon, polychlorinated biphenyl (PCB), CFC113, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, barium, 1,2-Dichloroethylene, ethylene dichloride, dichloromethane, methylene chloride, ethylbenzene, lead, Mercury, Selenium, sulfate, xylene, silica, sewage, and industrial waste materials, and all substances, constituents, derivatives or degradative byproducts, or additives specifically listed, identified, or described by one or more of the following references:

- a. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);
- b. Agency for Toxic Substances And Disease Registry ToxFAQs™;
- c. Clean Air Act's List of 188 Air Toxics And Diesel Particulate Matter;
- d. U.S. Environmental Protection EMCI Chemical References Complete Index;
- e. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemicals List;
- f. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table – 2012; and
- g. Indiana Department of Environmental Management, Risk Integrated System of Closure Technical Guide, Default Closure Tables, January 31, 2006 Appendix 1 (Revised May 1, 2009).

Substances identified as examples above or by the referenced lists also include materials or substances to be discarded, recycled, reconditions or reclaimed.

This definition of "pollutants" applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic or thermal irritant or contaminant or substance is your product or products used by you or for you, and/or is an integral part of or incidental to your business, operations, premises, site or locations or has any function in your business, operations, premises, site or locations.

For the purpose of this endorsement, "suit", "Insured", and "pollutants" shall have the applicable meaning, in accordance with the terms of this policy, whether or not such term is in quotations marks or bolded.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS/COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION III – EXCLUSIONS is amended to include the following:

Products Completed Operations Hazard

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury”:

1. Arising out of the “products-completed operations hazard”; or
2. Assumed by the “insured” under any contract or agreement and included within the “products-completed operations hazard.”

All other terms and conditions of this policy remain unchanged.

State:	District of Columbia	Filing Company:	Everest National Insurance Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
Product Name:	Commercial Umbrella/Excess		
Project Name/Number:	Forms Filing/CW-CU-20038886		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Expedited SERFF Filing Transmittal Form
Comments:	
Attachment(s):	EXPEDITED SERFF FILING TRANSMITTAL DOCUMENT.pdf
Item Status:	
Status Date:	

**EXPEDITED SERFF FILING TRANSMITTAL DOCUMENT
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

Indicate Type of Filing
<input type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input checked="" type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

This abbreviated filing transmittal document should be used in conjunction with a SERFF filing only.

To be complete, a filing must include the following:

- A completed Expedited Filing Transmittal Document
- One copy of each endorsement, disclosure form and/or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf
- A copy of the rates, rating systems and supporting documentation, if applicable
- The appropriate filing fees, if applicable

The insurer(s) submitting this filing certifies that it:

- ☒ Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and/or the laws of this state
- ☒ Is in compliance with state's requirements with respect to terrorism coverage; and
- ☒ Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

Electronic Signature:

Vanessa King

Digitally signed by Vanessa King
DN: cn=Vanessa King, o=Everest National Insurance
Company, ou=State Filing & Regulation,
email=vanessa.king@everestre.com, c=US
Date: 2016.11.22 09:41:39 -05'00'